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OUR CANAL SYSTEM.

DEFECTIVE LAWS AND DISHONEST OFFICALS.

DIFFICULTY OF THOROUGHLY UNDERSTANDING THE CANAL DEPARTMENT WORKINGS—HOW CONTRACTS ARE AWARDED—THE GRAVE RESPONSIBILITY OF THE CANAL COMMISSIONERS FOR THE FRAUDULENT PRACTICES OF CONTRACTORS—DUTIES AND POWERS OF SUBORDINATE OFFICIALS — SECTION SPECIFICATIONS AND THEIR DEFECTS.

From Our Special Correspondent.

ALBANY, Monday, March 29, 1875.

Any one who expects to become familiar with the way in which the canal system of this State is conducted, must, at the outset, make up his mind to devote years to the study. It is a somewhat remarkable fact that but few of the officials connected with the department thoroughly understand the canal system. Even those who have been for many years in the office of the State Engineer or Auditor, find themselves frequently at a loss to understand, much more to explain, the peculiar and complicated working of the department. The novice who undertakes the task is in the commencement overwhelmed by the magnitude of a subject which men of large experience have found themselves unable to grasp. For these reasons it may be well, for the benefit of the general reader, to explain, as briefly and lucidly as is possible, some of the peculiarities of the canal system. The manner of granting contracts, being the most important, will be the first referred to.

HOW CONTRACTS ARE GRANTED.

Every year the Canal Commissioners—each one for his own division—presents a budget to the Canal Committees of the Legislature, which contains the statement of the ordinary and extraordinary repairs needed on the canals. When the appropriations asked for are under the consideration of the committees the Commissioners or their representatives appear and advocate their passage. It is a fact which at this time is particularly worthy of note, that the Legislature acts in this matter wholly upon the recommendation of the Commissioners, and it is with their advice and express desire that canal appropriations are made. In very rare cases the advice of the State Engineer is asked, but this advice when given is very seldom followed. When the Legislature has made appropriations for new work, estimates are prepared under the direction of the Division Engineer. These estimates are made by order of the Canal Commissioners, and are for the purpose of letting contracts. When prepared the plans and estimates are submitted to the State Engineer, who, in most cases, knows but little of the exact nature of the work to be performed, and has no accurate knowledge of what such work should cost. Such being the case, he must, of course, rely upon the accuracy and honesty of the Division Engineer. He therefore approves the estimates, and they are then submitted to the Canal Board.

THE RESPONSIBILITY OF THE CANAL COMMISSIONERS.

After this process has been gone through with the Commissioners authorize the work to be let. The estimate sheets of quantity are then prepared and put upon exhibition for bidders to examine. The time of fixing lettings, and the conditions upon which contracts are made are under the direction of the Canal Commissioners. They are virtually the letting board, they receive bids, they are responsible for the manner of letting the work and the making of the contracts, and they, in connection with the engineers, who make the estimates, are responsible, and should be held accountable, for every corrupt or fraudulent contract which is entered into. The Canal Commissioners are also responsible to a very great extent for the character of the men who hold the position of subordinate engineers. It is true that all such officers must, under the law, be appointed by the Division Engineer and be confirmed by the State Engineer and the Canal Commissioner in charge of the division. No appointment is valid, however, without the signatures of the three officers named, and as the Canal Commissioner is the pay-master he seldom permits the appointment of any person who is objectionable to him. Should any subordinate engineer become distasteful to a Commissioner he usually, upon some technical ground, refuses to pay him his salary, and the engineer is obliged to resign. Several cases of this kind are on record.

THE POWER OF CANAL COMMISSIONERS.

To illustrate the power of the Canal Commissioners the following instance may be related: Last Fall a number of contracts were let for the removal of bench walls on the east division, that is the Erie Canal. Alexander Barclay was the Commissioner in charge of that division, and from ignorance or some other cause he directed the Division Engineer to have the quantity sheets headed "removal of bench wall and substitution of slope and vertical wall." He did this in direct violation of chapter 399 of the Laws of 1874, which provides only for the construction of slope wall. The work was let as directed by the Commissioner, the contractors bidding a low price for the slope, and a large sum for the vertical. This was last Fall. About a month ago State Engineer Sweet discovered that the contractors were preparing to construct large quantities of vertical wall where slope wall should be. They did so, it will be remembered, with the consent and by the direction of Commissioner Blakely—such, at least is the report of the Division Engineer. When the State Engineer made this discovery he wrote to Col. J. B. Yates, the Division Engineer, drawing his attention to the law and ordering him to have the work stopped at once. The contractors had, of course, made their bids with the expectation of making large profits from the construction of vertical wall, and to that end had made extensive excavations. When the State Engineer issued his order to have the work stopped they made every effort to induce him to reconsider his decision, but he refused to do so, and, not being able to violate the law, they have determined to close up the work which they have opened, abandon their contracts, and suspend operations.

WHAT A SUBORDINATE ENGINEER CAN DO.

The power that can be exercised by a subordinate engineer is more extensive than is generally supposed, for without his direct connivance it would be impossible for contractors to present unbalanced bids, as is now the custom. This system which has caused a loss to the state of millions of dollars, and to which the Governor refers in his recent Message, needs explanation. An unbalanced bid is one in which a contractor agrees to do a part of a certain work at a price far below, and another part far above the actual cost. For instance, when twenty-five cents per cubic yard would be a fair price to demand for earth excavations, the ridiculously low price of five cents is bid, and, on the other hand, when a fair price for rock excavations would be from $1 to $1 50, the contractor bids from $3 50 to $4. In this way he is enabled to make the total of his original bid very low, so low in fact, as to drive out of the competition all those who have made honest bids. After he has secured his contract, however, it is invariably discovered that while he has made little or no earth excavation at the undervaluation, he has made, or pretends to have made immense quantities of the unjustly estimated rock excavations, thus defrauding the State out of thousands of dollars. In cases of this kind the sub-engineers are almost always in collusion with the contractors, for by reference to the quantity sheet exhibited at the lettings, and prepared by the Engineer, it is found that a very large quantity of earth excavation has been exhibited, and a very small quantity of rock. Here, however, again appears the responsibility of the Canal Commissioners, for if there was a collusion between the contractor and the sub-engineer the Commissioners who examine the estimates could not fail to discover it, as every unbalanced bid of a fraudulent nature can readily be detected by an expert.

VARIOUS METHODS OF DEFRAUDING THE STATE.

From the very best authority in the State, your correspondent has received an explanation of the various methods by which Jarvis Lord, Willard Johnson, J. J. Belden, H. D. Denison, "Billy" Mudgett, and their associates of the Canal Ring, fleece the taxpayers of New York. Of course, their first aim is to get a contract. This is done by the system of unbalanced bids explained above. Their second device is to change the quantities of work contracted for, dropping the kinds that are taken cheaply, and excating, or pretending to execute, the kind that are taken at exorbitant prices. This changing of the work to be done is effected in many ways. In the first place, the description of the work inserted in the body of the contract, and which is in very general terms, always controls, as against the estimates in what is called the quantity sheet. The first expedient, then, is to have the profitable work exhibited in large quantities, and the unprofitable exhibited in the small ones. These exhibits, it will be understood, are made in the estimates upon which contracts are awarded. Another expedient of the dishonest contractor is to go on and execute some work without much reference to the terms of the contract. They do this with the mutual indulgence and tacit assent of the Canal Commissioners and Division Engineers. Another expedient, which is very frequently resorted to, is to get the Canal Commissioners and the Division Engineers to alter the work after the contract has been made. The officers named have power, under the wretched laws now in force, to make such alterations, provided they do not increase the cost of the work. In making such change they are always careful to declare that "in their opinion" the cost will not be increased. When a final settlement is made, however, it very frequently occurs that the expense of the State has been doubled and trabled. Another method of fraud resorted to is to get the map or specification of the work altered in such a way that a less amount of labor is required for the same pay than appears in the contract. The fifth expedient, which in past years has been profitable to the Ring, is to have inserted in the Appropriation bill, or some other bill concerning the canals, a blind and obscure clause which provides for the alterations of extensive works, or authorizes them to be carried on in the discretion of some canal official who is controlled by the Ring. In the same way a bill is sometimes passed by which additional moneys are provided for the prosecution of work contracted for and in progress. These are the more important of the methods by which Lord and his gang have grown rich.

SECTION SPECIFICATIONS.

The subject of section specification for canal contracts is an exceedingly important one, and has not yet been thoroughly entered upon. The object of having a section specification in addition to usual covenants and the quantity sheet is to define with the greatest practicable accuracy the precise character and quality of all work to be done and the materials to be furnished. The section specification which now forms part of canal contracts is indefinite and vague in nearly all important particulars. To use old Jarvis Lord's favorite expression, it is very much "muxed and muxed." The eleventh section gives the engineer almost unlimited power to determine at his discretion the amount and the manner of the various works to be done under the contract. From a carefully-prepared analysis of the official section specification, which has just been made by Assemblyman Davis, of Washington County, the following extract is taken:

> The latter part of the 7th, and the whole of the 8th and 9th sections (of the section specification) are too indefinite and incomplete to afford any efficient protection to the interests of the State. The two first named, relating to rear slope walls and docking, do not fix the size nor quality of the materials to be used. The last, relating to vertical and battered walls, which have become the most important items of extraordinary repairs and enlargement, fails to fix the forms and dimensions of the structures, while the location and amount of each of these four classes of work is left absolutely to the discretion of the engineer. And throughout the specification, matters are left to the engineer's discretion which should, and might without amplification, be settled and defined therein, such as the proportional constituents of hydraulic mortar, the description of coping, &c.
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> It must be borne in mind that the engineer to whom all these extensive powers are thus entrusted, is the "engineer employed for the time being on that part of the line where the work may be located." Many of the functions thus devolved on subordinate engineers are delicate and important, and require for their proper performance extensive theoretical and practical acquirements, as well as judgment, sagacity, and probity. With thorough preliminary surveys and examinations as a basis, they may and should be performed, and be reversed and amended or approved by the responsible head of the engineering department in advance of the contracting of the work. An instance can hardly be found where a railway or other private corporation has confided such powers even to the responsible head of its engineering department, much less to subordinates temporarily employed.
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> It works a complete unsettling of the contract system, leaving the contract entirely open and uncertain as to final amount and result, discouraging prudent contractors, directly inviting corruption and fraud, and necessarily working injury to the interests and property of the State.

Below will be found carefully-prepared examples of how the Canal Ring perpetrate fraud under cover of the defective laws.

THE "JOKERS" IN CONTRACTS.

HOW DENISON'S, BELDEN'S, DE GRAW'S, AND BOOMER'S ESTIMATE PRICES COMPARE WITH EACH OTHER.

From our Special Correspondent.

ALBANY, Monday, March 29, 1875.

In the Denison contract for the enlargement of the Erie Canal from Port Schuyler to the Lower Mohawk Aqueduct, the total amount of the proposal, as based on the exhibit quantity sheet, was $74,183 40. The work was let by the Commissioners on Sept. 9, 1869, with the condition that it should be completed on or before April 25, 1870. The time has been extended, however, so that the contract is still in existence, and work being done under it. The quantities, too, have been increased, so that up to Jan. 1, 1875, there had been paid out by the State $436,941 89. The "joker" in this contract was concealed mainly in three items, to wit: Excavation of earth, embankment building, and the construction of "vertical wall, dry." The first of these items was the only one for which even a moderately honest bid was made, viz., twenty-five cents per cubic yard, though it is well known that it can be done with a fair margain for profit at twenty cents. It will pay a contractor to excavate earth and carry it from 500 to 1,000 yards at twenty-five cents a yard. The engineers' estimate on the quantity sheet called for 1,100 yards of embankment and 9,000 yards of vertical wall, dry. Denison offered to put in the embankment at eighty cents a yard—twenty-five cents would have been a fair price. The vertical wall, dry, he was willing to put in at $4 a yard—a fair price would have been $2 50. The amount of excavation of earth called for was 40,000 cubic yards. On the strength of this award for 40,000 yards Denison has been paid for excavating 109,119 yards, costing $27,279 75; the 1,100 yards of embankment have grown to 67,601 yards, aggregating $54,080 80, and the vertical wall from 9,000 yards to 45,079 yards, at a total cost of $180,316. White oak was bid for at $25 per thousand feet, and hemlock at $8. Fair market prices for each are $40 to $45 and $15 to $20 per thousand feet, respectively, so it is presumed that it was not intended to use any, as contractors cannot ordinarily furnish material at fifty per cent. less than its actual market value. The contractor, however, charged the State at these rates for 601,900 feet of hemlock and 22,800 feet of white oak. This hemlock is supposed to have been used as a base, below the canal bottom, upon which to rest the foundations of the 45,079 yards of vertical wall; but it is believed that no such foundation has been laid. Measures will shortly be taken to ascertain whether it has been so used or not. On the three principal items first named the State has paid out already, in excess of the amounts in the Engineer's estimate, for earth excavation, $17,279 75; for embankment, $53,200; for vertical wall, dry, $144,316; or a total in three items of $214,795 75. Granting that the amount of work paid for has been done, which, however, is not at all likely, the excessive charges of fifty-five cents per yard for embankment more than it is fairly worth, and for vertical wall $1 50 per yard more than an honest charge, there is found a deliberate overcharge of $37,180 55 on the embankment account, and $67,618 50 on the wall account, making a total of $104,749 05 in two items of a single contract. This job begins within a mile or so above the City of Albany—almost within shadow of the Capitol itself—and extends to a point between the cities of Cohoes and Schenectady, and will by no means be beyond the reach of an investigating committee for easy official and personal examination under the guidance of engineer experts.

A CONTRAST IN MARKET RATES.

On July 14, 1869, less than two months before the above contract was made, Belden, Denison's "right bower" and zealous co-worker, obtained a contract to rebuild the high dam on the Oswego River, and on his proposal sheet offered to do the work at the following prices for the items named: Excavation of earth, 30 cents a yard; embankment, 30 cents a yard; lining, 50 cents a yard; puddling, 10 cents a yard; white oak, $40 per thousand feet; hemlock, $12 per thousand; which, as compared with Denison's bids for similar work and materials, shows the following differences in prices: For excavation, 5 cents per yard more; for embankment, 50 cents per yard less; for lining, 5 cents per yard more; for puddling, 40 cents per yard less; for white oak, $15 per thousand more; and for hemlock, $4 per thousand higher. This is what, perhaps, may be called a contractor's sliding scale of prices, and it certainly seems to afford a wide range for "profit and loss."

ASSEMBLYMAN JOHNSON'S PRICE LIST.

In the Bonner contract for constructing lower lock side-cut at West Troy—also within sight of the dome of the Capitol—there are some choice examples of the "sliding scale" of prices. This contract was made Oct. 15, 1869, or a month later than Dennison's, and three months later than Belden's in the same year, and was assigned to Mr. Williard Johnson, member of Assembly from Oswego. In the bidding proposal 30 cents a yard was asked for earth excavation; only 20 cents, against Denison's 80 cents, for embankment; 60 cents for lining, against Belden's 50 cents and Denison's 45 cents; 30 cents for puddling, against Denison's 50 cents and Belden's 10 cents; hemlock $22 per 1,000 feet, against Denison's $8 and Belden's $12, and the enormous price of $80 per 1,000 feet for white-oak, against Denison's $25 and Belden's $40. The estimates called for 500 yards of lining, but up to the 1st of January there had been done, or paid for, on Mr. Johnson's contract, 1,800 yards; 15,000 feet of this high-priced white-oak were called for, but 77,460 feet have been paid for; 88,000 feet of hemlock called for, and 170,000 paid for. Vertical wall, in cement, was bid for at $6 per yard, and the estimate called for fifty yards of it, or $300 worth. Up to Jan. 1, there had been 2,508 yards charged, and paid for by the State, aggregating $15,048 instead of $300. The reason why so much of this kind of wall was built was doubtless because $3 50 per yard is a good price, but $6 per yard is a much better one—for the contractor. This contract shows in most items a better general distribution of price proportions than some others; but it has already, (and it is not yet completed,) cost the State $72,449 13. In the little item of vertical wall—even if the amount charged for has been built—the people have paid $6,720 more than a fair price, and in the white-oak item $3,100 more, making $9,370 as a trivial steal outside of the fair profits which have also accrued.

THE DE GRAW CONTRACT.

In the De Graw contract, for constructing upper lock, at side-cut, West Troy, dated Sept. 9, 1869, and assigned to Willard Johnson, there are some more evidences of the extreme variability of contractors' price-lists about that time. Vertical wall in cement appears to have been worth $8 a yard. The estimate called for fifty yards of it, or $400 worth, but the amount charged and paid for up to the close of the contract was 1,738 yards, or $13,906 worth. White-oak and hemlock were bid and charged for at $80 and $20 respectively, but a new item of timber crops in just here, to wit, white-pine, which is estimated to be worth as much as white oak, and is accordingly charged for at $80 per 1,000 feet. A fair price for it would be $35 per 1,000. Puddling had become more costly also, for it was now deemed worth forty cents a yard against ten cents in July; masonry in lock walls, which in the contract of Oct. 15, was worth $10, was now worth only $8 50 a yard; lining had gone up to seventy-five cents a yard against Belden's fifty cents in July of the same year, and a general state of miscalculation seemed to have overtaken the contractors. The amount of the contract awarded was $29,431, but it seems to have been a small one after all, for it was only about doubled when completed, reaching just $56,845 68.

THE DEBATE IN THE SENATE LAST NIGHT.

SENATOR BRADLEY'S SPEECH—HE DRAGS IN PARTY POLITICS—GENERAL SUPPORT OF THE GOVERNOR'S POSITION—SENATOR LOWERY ON THE TAXES PAID BY THE STATE FOR THE SUPPORT OF THE CANALS—PERSONAL EXPLANATION FROM SENATOR LORD.

Special Dispatch to the New-York Times.

ALBANY, March 29.—This evening the Senate resolved itself into Committee of the Whole on the Governor's Canal Message. There was a comparatively small attendance of spectators, and about two-thirds only of the Senators were in their seats.

SENATOR BRADLEY'S SPEECH.

Senator Bradley rose to debate, and made a close anylysis of the system of awarding and making canal contracts. In the course of his remarks he said: The importance of the subject to which the special Message of the Governor relates is such that no apology is required for asking indulgence to express my views upon his suggestions and recommendations, although considerable time has already been occupied in the discussion of the matters involved. It is assumed that abuses have existed and do exist in the canal management, and the inquiries presented are, first, "What are the causes?" and, second, "What are the remedies to be applied?" These questions necessarily require a review of the past; and in view of the fact that the remedies for the wrongs which have heretofore been suffered by the public in the construction and operation of the canals are with the Executive only, those for the future are legislative. The Legislature cannot afford redress for the public loss which has been suffered through fraud. No legislative action can be effectual to restore to the Treasury moneys improperly taken from it. That redress is with the Executive. It, therefore, by collusion, fraud, and peculation the public funds have been obtained by individuals, it is the duty of the Governor, as the executive head of the State, to apply the remedy afforded by law in the courts for relief, and for that purpose he should require his law officer, the Attorney General, to institute proceedings, and since the duty devolves solely upon the Executive he should, without restraint or legislative interference, be permitted to investigate and ascertain whether occasion exists for judicial proceedings and remedy, and so far as either branch of the Legislature in such case attempts to control Executive inquiry, by requiring legislative sanction, it interferes with that which belongs to the Executive Department. Now, although the Message of the Governor does not directly charge that individuals have, by collusion and fraud, obtained from the Treasury the money of the State, it does attack the system of canal management and exposes its infirmity in such a manner as to indicate that it has been productive of such fraud and peculation as to charge individuals with realizing that which honesty and fair dealing would not permit or justify, and a limit is proposed, that the Executive have such aid as he may require to inquire into those abuses with a view to judicial remedy if cause therefor exist. We find our Republican friends of the Senate, who are in the majority there, seeking to and succeeding in imposing upon the Governor the selection of such men and such number of men as they may dictate. When the resolution comes to the Senate, authorizing the Governor to appoint three men to aid him to investigate in the performance of his executive duty, the Republicans here put their hands upon it. They say the Governor shall not have this power: that he shall have no commission; he shall not be permitted to investigate and inquire into these frauds, that he shall not thereby relieve the tax-burdened people of the State, unless the men and the number of men selected for that commission are satisfactory to that majority. Hence they amend the resolution so as to make the number four instead of three, and so as not to permit him to appoint the committee without the consent of the Senate. Why is this? Have the Republican majority of this body any fears that the Governor is not sincere, and would not be disposed to have a complete and thorough investigations. If they do, they have only to refer to the record he has made in that direction, with which they are familiar, and from which they learn that when he finds men who have by fraud taken the public moneys he does not hesitate to learn in which political party they have served, and it is of no importance to him what their political position has been. Public redress is his guide and purpose. The majority of this Senate know this. They do not doubt, and I hope they do not fear, the honesty of his purpose. Then why do they desire to thus stifle and restrain him in this movement? When it was moved to strike out of the resolution this provision requiring the advice and consent of the Senate to the appointment of the commission to aid him in this investigation, why did every Republican Senator vote to retain it? Do their political friends need protection, and do they thus propose to afford it? This subject of inquiry presented by the Message of the Governor has as much, and, perhaps, more importance in the public mind than any that could be presented. The people of the State have watched with interest the progress and management of the canals from the time that the projection of the Erie Canal took tangible form and had legal inception in 1816. The canal debt increased to upward of $27,000,000 in 1860, and since 1854 about $31,000,000 have been raised by taxation for the purposes of the canals and to meet deficiencies in the revenue, for the purpose for which they were pledged by the seventh article of the Constitution—that is to say, for the payment of the canal debt, which has been reduced to $10,000,000. Then the expectations and hopes of the people have not been realized, and the Governor, in his message, tells us what appears on the books of the Finance Department, that the people have in the last ten years, been taxed for canal purposes nearly $15,000.000, and during the ten years preceding that upward of $8,000,000, and he attributes these heavy burdens upon the people to mismanagement, extravagance, and to other causes more discreditable. Speaking of the difference between estimates and actual cost for work on the canals, Mr. Bradbey said: The original estimate of the cost of the construction of the Erie Canal in 1816 was $5,000,000. The actual cost of the construction of that canal was $7,143,789 86—about thirty per cent. in excess of the estimate. Then, again, the original estimate of the expense of the construction of the middle of the Erie Canal extending from Utica to the Seneca River, ninety-four miles, was $1,021.851, and it was completed late in the year 1819 at an actual cost of $1,195,983, or about ten per cent. in excess of the estimate, and the Commissioners of that day deemed it necessary to add in explanation an account of the increase, that it was produced by a change of prism and structures, &c. And it is well enough here to note the fact that the Salina side-cut, something more than a mile in length, was about the same time constructed at a cost of $16,044, being only $44 in excess of the original estimate. The estimated cost of the Champlain Canal was nearly $900,000, and the actual cost was about $1,200,000, or about thirty-three per cent. in excess of the estimate. The time the estimates of the cost of the Erie and Champlain Canals were made was when those who undertook the enterprise had no experience in work of that character, and considerable portions of the lines of the routes of the proposed canals were through forests; and if care could then be given to surveying, engineering, and estimating, so far as to have the estimates come within thirty per cent. of the actual cost, how are we to account for the great difference between the estimates of engineers and the cost of the work upon our canals of late years? They, having the aid of increased knowledge and intelligence in the art of engineering, and instruments greatly improved in respect to accuracy, with the other facilities afforded by science. And added to those advantages is the large experience in that character of work. This may possibly be susceptible of explanation, so as to show that this great difference between estimates and results is consistent with competency, carefulness, faithfulness, and integrity. But it evidently requires explanation to make it appear so. The system of unbalanced bids has been productive, it would seem, of bad results. The regulations of the Canal Commissioners provide a remedy to a certain extent for the evils arising from them: but it would seem safer to make a rule that bids designated as unbalanced bids should be rejected in all cases. This course will be just to the contractor and to the State. In this way there will be no opportunity for subsequent imputation. One difficulty has been caused in the apparent lack of effort to obtain the actual quantities required in all work. This system appears to have been recognized and approved by Attorney General Barlow, as appears in his report in the *Argus* of 1872, where he says that the quantities are roughly estimated only as a basis for canvassing the bids and determining which is the lowest. The speaker did not think the statute contemplated this crude manner of making estimates, but rather that they be carefully made with a view to ascertain the actual quantities. The laws seem to be adequate for protection, if the execution of them were in competent hands and executed according to their true spirit. The State Engineer has nothing to do with the estimates made. This is done by the Division Engineers, who are appointed by the Canal Board. A considerable number of these men are not experts in canal work or in engineering. The Engineer is skilled in both, yet by reference to the proceedings of the Canal Board for years past it not unfrequently appears that he is not only relieved from all responsibility of the selection of Division Engineers, but that he is overruled, especially when he is not with the political majority of the Board. The recommendations by the Governor for legislation are entitled to consideration. The law should not be susceptible of the construction which would justify anything short of a skillful effort to ascertain the actual quantity and quality of the various kinds of work to be done, so that the contract will express at least nearly the actual cost. This would remedy in a great measure the evils complained of, and if a change of plan is afterward made making material alterations, new lettings could be provided for which would not result injuriously to the State.

SENATOR LOWRY'S SPEECH.

Senator Lowery then rose, and said that he had hoped that this question would rise above party, and that no allusions would have been made either to Democracy or Republicanism. Four speeches had already been made in this body, two by Democrats and two by Republicans, and from what he could learn of it, all were in favor of prompt and thorough investigation. So far as he had observed, the Republican papers throughout the State approved of Gov. Tilden's course, and demand impartial inquiry, no matter where the blame should fall. For one, he hoped that if during this investigation it should be found that any Republican contractor had taken from the Treasury of the State that to which he was not entitled, a punishment of ten times the legal penalty might, if possible, be meted out to him. The Republican Party claimed to be a party of honesty. If there were thieves in the party, and he supposed there were, for he had himself occasion to rise on this floor and denounce them—if such were found to be involved here he asked no favor for them, for he was resolved to denounce rascality, and should do so wherever he found it. He desired, however, to call the attention of the committee to some statements of the Senator from the Thirty-first District, [Laning,] who had said in his address that when it was pretended that ten or fifteen millions, or any number of millions of dollars, had been taken from the people in five years for the support of the canal system, he statement to that effect was a fallacious one, and that there had been in the same period paid into the Treasury from the canals $5,535,927 52, leaving a deficiency of $244,463 63. He regretted that the honorable Senator from the Thirty-first District was not in his seat, but he [Lowery] had taken pains to get what he believed to be the facts in regard to the amount of taxes levied upon the people of the State in consequence of the canals. He would give the figures as official, and he desired Senators to note also that he was careful to give the chapter of the laws under which these taxes were levied and paid.

The State taxes levied and paid for canal purposes for five years, from 1870 to 1874, both inclusive, were as follows: In 1870, three-fourths mill tax levied in 1869 for new work and extraordinary repairs, chapter 877, laws of 1869, amounting to $1,367,188 77. In 1870, one-eighth mill tax levied in 1869 to pay the floating canal debt, per chapter 271, laws of 1869, $227,864 79. Total tax paid in 1870, $1,595,053 56.

In 1871, one mill; tax levied in 1870 for new work and extraordinary repairs, per chapter 767, laws of 1870, amounting to $1,927,661 16; seven-eighth mill, tax levied in 1870 for payment of awards of canal appraisers and deficiencies of 1868 and 1869, per chapter 768, laws of 1870, amounting to $1,686,703 51; one-eighth mill, tax to pay floating canal debt, per chapter 271, laws of 1869, amounting to $240,957 65; 1/8 mill tax for enlarging Champlain Canal, per chapter 788, laws of 1870, amounting to $24,713 61. Total paid 1871, $3,880,035 93.

In 1872, 1/8 mill, tax levied in 1871 to pay floating canal debt, per chapter 281, laws of 1859, $251,435 90; 1/8 mill tax levied in 1871 for new work and extraordinary repairs, per chapter 930, laws of 1871, $670,495 71; one-fifth mill tax levied in 1871 for enlarging Champlain Canal, per chapter 788, laws of 1870, $402,297 43; on account of canal proportion of 3 1/2 mill deficiency tax, per chapter 734, laws of 1872, $913,866 65. Total paid in 1872, $2,238,095 69.

In 1873, 7-10 mill tax levied in 1872 for new work and extraordinary repairs, per chapter 850, laws of 1872, $1,432,798 42; 9-80 mill tax levied in 1872 to pay floating canal debt, per chapter 271, laws of 1859, $230,271 15; on account of canal proportion of 3 1/2 mills deficiency tax, per chapter 734, laws of 1872, $1,200,000. Total paid in 1873, $2,863,669 57.

In 1874, seven-tenths mill tax levied in 1873 to pay awards of Canal Appraisers' certificates of indebtedness to supply deficiencies in the canal sinking fund, per chapter 709, laws of 1873, $1,460,923 70; one-half mill tax levied in 1873 for new work and extraordinary repairs, per chapter 766 laws of 1873, $1,043,516 93; one-eighth mill tax to pay Canal floating debt, per chapter 271 laws of 1859, $260,879 23; balance of canal proportion of 3 1/2 mills deficiency tax, per chapter 734, laws of 1872, $514,665 29; total tax paid 1874, $3,279,985 15.

The total contributions to the canal funds from taxes from 1870 to 1874, both inclusive, therefore, were $13,856,239 90.

It had been said also that the frauds which had been charged by the Governor were not the wrongs of individuals, but rather were due to the viciousness of the system. Although not a member of the legal profession, he had taken the liberty to consult a decision made some years ago by Judge Peckham in the case of The People vs. The Contracting Board, reported in Barber's Reports, vol. 33. In that decision Judge Peckham had decided that it was not compulsory on the Canal Board to make an award of a contract to the lowest or to any other bidder where proposals were based on these unbalanced bids, if in their judgment it would be to the disadvantage of the State. In this decision Judge Hogeboom concurred, and the judgment was afterward affirmed by the Court of Appeals. It would be seen, therefore, that the statement that the board must accept the lowest bids was not sustained by the courts. The Senator then read the items embraced in the George B. Sherrell contract of 1870, already published in THE TIMES, and explained the nature of these unbalanced bids, calling especial attention to the fact that embankment was bid for at ten cents, and to the "white oak" and "hard-wood" items, in which he said the "little joker" was concealed. Resuming the debate, he said this was one of the bids which it was said the Canal Board would not have the power to reject if it happened to be the lowest in the aggregate. With a single exception, he agreed with the views expressed in the whole of the Governor's Message, as to which point, however, his Excellency seemed to be inexplicit. This was in the passage where the Governor favored a reduction of the tolls on the canals for the coming year. He was himself one of those who believed that it would be fatal to the interests of the canal system of the State if we reduced the tolls below the present standard. While the object of the proposed reduction was evidently to increase the tonnage, he doubted very much whether that would be its practical effect. In 1870 the tolls were reduced nearly 50 per cent., but there was no compensating increase of tonnage. He found by the Auditor's report that, comparing the years 1872 and 1873, there had been a loss of tonnage on the canals, while on the railroads there had been a gain of 1,578,599 tons, showing conclusively that reduction of the tolls would not increase the tonnage from the West. The time had come, no matter how much reverence there might be for the canals, when, if people would save the tonnage of the Erie Canal, they must increase the speed. They must use steam instead of horse power. They must make two trips between New-York and Buffalo in the time now occupied in making one. In a small way, he was himself a shipper, but if he was told that he could ship in seven days from Utica to New-York, free of charge, he would not patronize the canals. Put on steam and charge freight at fifteen cents a hundred, and he would ship all his freight that way in the Summer season rather than pay the railroads thirty cents a hundred. Taking off tolls would not augment the tonnage. The railroads would carry all the grain where speed was wanted, and the question was too practical to need much assertion. He remembered years ago when the canals were the great highways of freight and passenger transportation. Merchants were then satisfied to travel five miles an hour. To-day if a line of packets were organized between Albany and Buffalo the mercantile community would not accept free passage on nor patronize the line to the extent of 100 passengers in the year. But the solution of the canal question was to increase the number of trips rather than lose the tolls. Let the State offer subsidies of $1,500 for every new steam-boat put on the canals which shall make the trip in a fixed number of days. Boats making the trip from Buffalo in fourteen days were behind the times in which we live. Make an appropriation, if necessary, enabling them to compete with the railroads. Already Mr. Vanderbilt had said he was going to carry all the grain from the West, and only last year he carried over sixty-six per cent. of the whole amount shipped to the East. In the last five years there had been $30,070,000 used to sustain the canals, and he would ask for what?

A PERSONAL EXPLANATION FROM SENATOR LORD.

Senator Lord arose and said: Mr. President, I rise to a question of privilege. THE NEW-YORK TIMES, of March 26, among other misrepresentations of what I had to say upon the canal question, makes me say that the tolls were $3,000 000 in nine years, from 1861 to 1869 inclusive. Now, what I did say was, that the tolls were $3,213,166 16 per year, making $28,863,495 50 in the nine years, over and above the expenses of repairs, reducing the debt from $28,000,000, which it was in 1860, to less than $11,000,000 in 1870. This was my plan for running the canals. In 1870 the howl against the men that paid this sum into the Treasury was equal to what we see to-day, and the plan was changed and we returned to the old Superintendent system, and, in addition to that, through the recommendation of Mr. Seymour, and other distinguished and good men, we reduced the tolls, and the result of the last five years we have before us in a loss of $2,046,980 66 a year. When His Excellency, the Governor, went to the Auditor's Office for canal figures I understood he requested to be furnished with the figures from 1860 to 1875; but, when he found that the net revenues exceeded the taxes over $8,000,000, he directed the figures to be furnished from 1870 to 1875. In 1870 we entered upon the new system of low tolls and large expenditures, which the advocates of low tolls were in favor of, and which I denounced on the floor of the Senate and in all other places where the question was discussed. I took the ground then that the people should not be taxed another dollar for the canals. My advice was not taken, and the people have been taxed $9,467,910 37 in the last five years to support them, and they have received in tolls during the same time only $5,885,927 52, making a loss of $2,046,980 66 per year. I have not made a contract with the State since the year 1869. The canals should be run for $800,000 per year, and they can be. The people should not be taxed another dollar for their support.

The committee then progressed the Message, and on motion of Senator Robertson it was made the special order for to-morrow night.

ARREST OF A MURDERER.

JOSEPH LOUNSBERRY, A DESERTER FROM THE UNION ARMY, WHO KILLED THE SHERIFF WHO ATTEMPTED TO ARREST HIM, CAPTURED BY A UNITED STATES DETECTIVE.

Special Dispatch to the New-York Times.

WILLIAMSPORT, Penn., March 29.—Detective Rathbone, of the United States Secret Service, disguised as a peddler, to-day arrested in English Centre, on the head-waters of Pine Creek, Joseph Lounsberry, of Clearfield, who is charged with shooting Col. Butler, of Brookville, Jefferson County, in this State, in 1864. Lounsberry was a deserter from the Union Army, and threatened to shoot any person who would attempt to arrest him. Col. Butler was the Sheriff of the county. He attempted to arrest Lounsberry, and was shot through the heart by the latter. The prisoner does not deny his crime. He was taken to Jersey Shore last night and will be sent on to Pittsburg at once. It is said that his trial will develop some important facts, and convict many persons in that section of the country with treasonable practices during the war.

THE CENTENNIAL EXHIBITION.

PHILADELPHIA, March 29.—Since the award of the contract for the construction of the Conservatory, or Horticultural Hall, the contractor has been busy getting everything in readiness for building operations when the season opens. The iron work is well under way, and will be on the ground as soon as required. Much of the stone has been received, and the parties having the glass to make are not behindhand. There is every reason for stating that the structure will be completed in due time, and that it will be one of the most attractive features of the Exposition. By the 1st of July at least 4,000 men will be engaged alone on the Memorial building, all of whom will be required to work fourteen hours a day.

RHODE ISLAND PROHIBITORY CONVENTION.

PROVIDENCE, R. I., March 29.—The Prohibitory State Convention, which met at the State House at 11 o'clock, was very fully attended. Hon. Edwin Metcalf presided. The present State ticket was nominated by acclamation—Henry Howard for Governor, Charles C. Vansandt for Lieutenant Governor, the remainder of the ticket being the same as that nominated by the Republican Convention. It is understood that neither Mr. Howard nor Mr. Vansandt have consented to this use of their names.

A NEW ROAD TO RUIN.

PATRONIZING FOREIGN COUNTRIES AT THE EXPENSE OF ONE'S OWN.

HOW NATIVE INDUSTRIES ARE PARALYZED—TURNING OUR NATIONAL WEALTH INTO FOREIGN LANDS—THE WAY TO MAKE A PEOPLE POOR—PRACTICAL WARNINGS TO CAPITALISTS, REAL ESTATE OWNERS, AND PATRIOTIC CITIZENS GENERALLY.

Among the many theories that have been produced to account for the business depression of recent years, little mention has been made of one of the most fruitful causes of a nation's impoverishment, an evil that has steadily grown to alarming proportions in this country during the past decade. This is what is known on the other side of the water as Absenteeism. The ruin its unchecked continuance has wrought in Ireland has passed into a proverb. American absenteeism practically began just after the close of the war of the rebellion. A class at that time made its appearance in the community in whom suddenly acquired wealth developed the germs of dunkeyism inherent to their previous condition of ignorance. Having come into the possession of ample means to gratify their whims, their preferences naturally took the direction of titles and nobility, and they inaugurated the fashion of annual trips to Europe. Naturally, too, their predilections did not stop at the supreme felicity of riding in the same railway train as a French Count, of staying in the same hotel with a German Baron, or of catching a glimpse of passing royalty on the public highway. The cut of the Count's garments, the material of the Baron's coat, and the style of the royal equipage became matters of paramount solicitude to these noblemen and noblewomen of shoddy, petroleum, and codfish. They patronized the Count's tailor and the Baron's draper, and held out alluring inducements to the King's coach-builder to repeat his skill in their behalf. Home tradesmen they regarded with scorn, for what experience had these in catering to the fastidious taste of the idols of their worship? Our small-framed American horses were compelled to labor through the Central Park under the unsightly load of trappings and behind the heavy vehicles proportioned to the stout, broad-loined animals of England. And our men and women transformed themselves, in manner and attire, into ridiculous caricatures of foreign dandies and females of the Mabille stamp.

In a word, the most important part of the trade of the country was transferred to Europe. So the notion went abroad that everything European was superior to anything of home manufacture, and it is a remarkable fact that this idea continues to prevail to this day to a wide-spread extent among the more intel

come to keep up the style which they imagine necessary, rent out their property here and on the proceeds live in Europe in a sort of shabby-genteel aristocratic elegance. These are the real representatives of the absentee system. The latest estimates say that there are between 20,000 and 30,000 Americans permanently residing in Paris alone, besides another immense number who spend their Summers in Switzerland and their Winters in Berlin, Dresden, Florence, and other large cities. Whatever good the tourists do the home trade during the intervals when they are at home, this last named class contribute nothing whatever to the aggrandizement of American industry. They are a perpetual drain upon the resources of their native land, and in no shape do they make any compensation for the life-blood which they extract from her. These people excuse their course on the plea of economy. They say that they can live far cheaper on the other side than on this. But they do not reflect that the proportion of custom of which they deprive the industrial classes of the city in which their property is located, reacts upon them in the inability of the tradesmen, who may be their own tenants, to pay high rents. They are in the position of persons who prefer to pay bet part cash for a piece of real estate. They enter into full enjoyment of their purchase, but are compelled to pay interest indefinitely. A great many persons of the class now under consideration employ agents to manage their property and collect the rents, exactly in imitation of the famous (or infamous) absentee owners of Irish estates. The writer conversed with several of these gentlemen, and extracted from them a reluctant admission that in this very season they have been obliged to make a reduction, variously stated at from twenty to forty per cent., below last year's figures, and that other reductions have been made within the last five years. Real estate agents generally confirm this statement.

There is, perhaps, no trade with which to illustrate this argument better than the fine harness trade. The absentees are all people of wealth. They are the fountain sources whence should flow the prosperity of the working middle class, and through these latter channels the well-being of the great body of laborers and of the other body of wholesale dealers and importers. These several businesses and industries depend upon the better class of tradesmen, the manufacturers, and these latter upon the wealthy class, for their very existence. The absentees are of this last class. They are able to indulge in luxuries. They can pay for the best of everything, and from their competition in this respect skill and art derive the encouragement that helps them on the road to perfection. It is only the quality and finish that distinguishes the gentleman's harness from that of the hackman, and the moment things become common the identity of the two classes is lost. If only cheap goods are sought, no encouragement exists for improvement in art. Fine harness is probably one of the extremest luxuries that could be selected. It is an article in which none but the very wealthy can indulge. The trade in it happens, too, to be peculiarly adapted in other ways just at present for throwing a strong light upon the follies and evils of American absenteeism.

In the first place, since 1864 it has been "fashionable" in this country to use English and other foreign harness, but particularly the former. The absurdity of following such a "fashion" can easily be made manifest. The leather used in fine American harness, except what is known as bridle leather, is far superior to any manufactured in any other part of the world. It is prepared from the hides of young selected steers in one or two counties of Maryland, Virginia, Delaware, and Ohio, where there grows the oak bark which experience has demonstrated to be the best for tanning. In England, on the other hand, the supply of bark is limited to importations from Russia, France, and this country. Tanning is therefore a much more costly process with them than with us. Leather is graded according to its toughness and capacity for taking a fine finish. Both these qualities are dependent upon closeness of texture and fineness of fibre. The smaller the animal the closer the texture of its hide and the stronger its adhesiveness. This is the secret of the superiority of calfskin over cowhide. The English cattle are a large race of animals, splendid for the butcher-shop but inferior for the tannery. The rule is, the larger the animal the thicker the hide; the thicker the hide the coarser the texture; the coarser the texture the poorer the leather. Previous to 1869 there was a law in force in England requiring all hides before being offered for sale to be tested by a government inspector and stamped by him as of the proper grade. But about that time the practice of using hot drugs instead of bark, to hasten the operation, which was largely practiced in neighboring countries, struck such a blow to the leather trade of Great Britain that the law was repealed, and loyal Britishers have now the privilege to use, and do use to a great extent, the aforesaid hot liquids in dressing their leather. These liquids do their work quickly, and their leather presents a very fine appearance, but they affect more or less the fibre of the hide, upon whose toughness so much depends, rendering it liable to snap and break at any provocation. Englishmen cannot compete with Americans in the price of leather, except through the use of those drugs; yet they contrive to sell what they call their best leather at a less rate than the best American leather can be produced at.

This question is not a new one, nor is it generally disputed. Thirty-five or forty years ago the bulk of fine harness leather used in this country was imported, but imported leather was forced out of the market by the superiority of the American stock, and for the past thirty years there has been but little demand for it among manufacturers. The tests are still going on, and they have never been known to fail. A gentleman of this City imported a coach harness and a coupé harness, and used them in connection with harness made here, of American leather, for the purpose of satisfying his own doubts in this regard. The result of one year's wear was that, while none of the straps in either harness were broken, those in the imported harness had become wrinkled, and in places, particularly around the boles for the buckletongues, the grain of the leather was broken, and the appearance of the harness was such as to lead to the idea that the usage had been unusually severe for coach harness. The American-made harness, on the other hand, with the exception of a loss of color in a few places where it had been rubbed, was but little the worse for the wear to which it had been subjected. The leather was smooth, and there was no evidence of the grain breaking in any place. A firm of New-York leather manufacturers, finding it extremely difficult to fill all their orders for fine harness leather, sent an order to England for a consignment of the best harness leather—what is technically known as "assorted backs"—that could be procured, with instructions to ship without rolling. It was accordingly shipped in long boxes, every precaution being taken to guard it against injury, and it was received in good order. A prominent harness-maker, requiring trace leather sufficient for forty sets of traces, purchased some of this invoice. The harness was made up and delivered, and in a short time thirty-eight out of the forty sets of traces were broken. This would never have happened with fine American-made harness. A prominent dealer of this City made three sets of harness that weighed only five pounds each, for drawing 120-pound wagons. One was sent as a present to the Emperor Napoleon, and it is, or was, hung up in a glass case in the Tuileries, an object of admiration and wonder to the harness-makers of France. Another has been in use in this City five years without repairs. There are some sets of coach harness of the same manufacturer's make that have been used daily sixteen years.

In England the harness is obliged to be heavy, on account of the weight of the vehicles used in that country. The wood there is not so tough as ours, and they are compelled to use thicker pieces in the construction of their carriages. An American light wagon is an object of wonder across the water. The Englishman, too, favors the substantial in everything. He is willing at all times to sacrifice grace to quantity. Then all horses for private use in Great Britain are expressly selected for the style and weight of vehicle they are to draw. They are bred and bitted and handled into shape before being put upon the market. Any good style of harness on such horses makes a good appearance, the horses dressing the harness; whereas American horses, owing to the want of proper form and bitting, need to be dressed by the harness-maker. English harness consequently are very badly proportioned to our horses, killing their appearance and making them look slovenly and without life. The thick collar shortens the neck, destroying the looks of the handsomest portion of the animal, and the ill-proportioned bridle detracts from the animation and intelligence that should characterize the head, making it look like a block of wood. American harness-makers also claim that English-made harness is not skillfully constructed; that it is heavy where strength is not required, and much too light where strength is vital—in the straps encircling the horse's belly, for instance.

Ten years ago an American could not be bribed to put an English harness upon his horse. Cheapness originated the fashion, and now our avenues and parks are crowded with English-made vehicles drawn by horses disfigured by English harness. We have even gone to an extreme in this respect to which the English people themselves have never thought of going. In England no one ever rides in a four-in-hand drag, except when going to the races or on other long excursions into the country. The drag there is a sort of traveling house, being stowed with provisions for luncheon and being roomy enough to contain an entire pic-nic party without uncomfortable crowding. The dog-cart tandem is never used unless for conveying sportsmen, together with their dogs and traps, to the hunting field. Here we use both vehicles for a simple airing. The idea that the English harness is cheaper than American, because it costs less, is an absurd one. American makers, given the same kind of workmanship and material, are able to sell at a less price than English makers can, for reasons previously detailed. The harness that is imported as the best is infinitely inferior to the best American harness. While the American will last for five years without needing repairs, the English will have to be repaired twice within that period, and will then have to be cast aside, while the American is good for five years more. The man who refuses to pay $600 for a set of American harness because he can get a set of harness in England $25 less, practices a very poor economy. Repairs always cost double what is charged for original work, and frequently the profit on repairs rises as high as from 100 to 250 per cent., while the rule is to charge but 25 per cent. on the cost of manufacturing. American harness-makers freely acknowledge this fact—indeed, the reasonableness of such an assertion becomes at once apparent when it is considered that there is a standard for the one charge, and none for the other. A manufacturer, in conversation with the writer, said that if his only ambition was to become rich he would confine himself exclusively to repairing. Now, if an English harness costs $475, and in five years requires repairs amounting to say $100, and another set be then purchased at $475, and in five years $100 worth of repairs be done to it, when it too has to be cast aside, and an American harness, costing $500, and requiring but $100 of repairs, lasts ten years, where is the economy of buying English harness? There is a difference of a hundred per cent. in favor of patronizing home manufacture.

The facts and figures upon which these calculations are based are not denied even by the advocates of English harness. Show them to them, and they are convinced at once. The fault is that Americans do not think of these things. They are a generous race, and are too apt to confide too much in the representations of others who have an interest perhaps in misrepresenting the facts. There are persons in what is called good society who have only brains enough to make fashion plates of themselves, and, singular to say, on questions of taste such models as these are invariably followed by the great mass, most of whom are far more competent to set the fashion. The fiat of such persons has been known to make popular the most glaring absurdities of dress and behavior, and it cannot be denied that nothing is more common, when a man has a new notion to introduce, than to endeavor to secure the favor of one of these dandies of either sex. Many a fortune has been won or lost through the smile or frown of the "leader of fashion." A man will set out to build himself a house, and will pile upon it all sorts of useless gimcracks until in the end, he finds to his astonishment that it has cost much more than he calculated. He will then furnish this grand mansion, which has been builded as the phrase goes, "regardless of expense," with cheap furniture, and he will call that economy. An American will give $25,000 for a horse that can trot a mile half a dozen seconds faster than another horse that he could purchase for $1,000. He will pay a fabulous price for a wagon that weighs a few pounds less than another wagon that would cost him a reasonable amount. Then he will "economize" to the extent of $25 or $50 on the harness, the most important item of the lot—a thing upon which his life depends in increasing proportion to the strength and fleetness of the horse and the flimsiness of the wagon to which it is attached. A gentleman went to a dealer and wanted a set of landau harness made. He had just purchased a pair of horses for $3,000. He had had, he said, to choose between two pairs, the other being valued at $2,500; but he had given the extra $500 on account of some imaginary superiority of style which he fancied he saw in the $3,000 team. He had also ordered a landau, "the best that could be made," at a cost of $3,000 more. He was very proud of his new turnout, and descanted at much length upon its merits. The manufacturer said, "I know just what kind of harness you require. It will cost you $600." The gentleman gave a prolonged whistle. "Why," said he, "I did not expect to pay anything like that amount. In fact, I can't afford it. I have spent now much more than I intended." After unavailing attempts to beat the price down the gentleman left. He returned in a few days, and renewed his haggling. "My wife," he said, "insists that you shall make my harness. Now, I can get a set made elsewhere for $575, and if you will take the job at that price I will give it to you." The manufacturer answered him: "Mr. ——, I cannot afford to do my work at less than a certain fixed percentage. That percentage is no greater than that charged by the makers of the cheapest kinds of harness. I do not, as you appear to imagine, ask for a percentage upon my reputation. My reputation brings custom to me, and therein lies its value. I will make you a set of harness which I will guarantee to be of the best possible workmanship and material, and absolutely secure, for $600. To make harness of that quality requires me to use the very best material and workmanship, and necessitates a greater outlay than if I hurried through with my work or employed second or third class hands and used cheap material. Six hundred dollars will only pay me a living percentage of profit on my outlay, therefore I cannot take less. Consider a moment what you are doing. You have spent $6,000 for an establishment with which you hope to outshine your neighbors. For the sake of a paltry $25 you are willing to place on your beautiful horses a harness whose ill-proportions and lack of finish will kill not only their beauty, but the beauty of your elegant landau. For $25 more you can obtain a harness that will dress your horses and set off your carriage, adding to their elegance by its own harmony of proportion. And this is to say nothing of the risks to which you are willing to expose the life and limbs of your wife and children and yourself. The more spirited your horses, the greater the necessity of having them controlled by straps and buckles which will not snap at the slightest provocation. I could make a great deal more profit out of you by selling you a cheap harness, not only in the repairs which it would constantly necessitate, but on the outlay which would be required on the original manufacture. But I refuse to hazard my reputation, the result of long years of labor, or to have upon my conscience the death or injury of any person through the breaking of any portion of a harness made by me." It is hardly necessary to add that the $600 harness was ordered.

Another instance given by another manufacturer was the case of one of the wealthiest of railroad capitalists, who sent him an order for a pair of the cheapest bits he had. The dealer took him a pair of the value of $18. The railroad capitalist uttered an exclamation of astonishment when he heard the price. "Why," said he, "I want a pair for $9 or $10 only. I want them for an old set of harness that is still good enough to use to take the children out mornings for an airing." "You asked me for the cheapest bits I had," answered the dealer, "and I have brought them to you. They are of wrought-iron and I warrant them never to give way. The kind you speak about are of cast-iron made malleable. They may last as long as these, but they are liable to break at any time, and then what kind of a situation are the lives of your children placed in? I do not keep any cast-iron bits. You will have to purchase them somewhere else." Mr. —— shouted, "hold on! Give me those bits," and counted out the $18 to pay for them. This penny wise and pound foolish policy in the matter of harness, and presumably of other luxuries, is as common among the wealthier classes as it is in the matter of clothing, shoes, and other such articles among the lower classes. There are manufactories in New-Jersey which turn out cast-iron bits and buckles, made malleable, by the thousand gross, and they find a ready sale, because they look as well as the wrought articles and are twice as cheap. Not long ago a frightful accident occurred in the vicinity of Fifth avenue and Twenty-third street. A Judge's carriage horses ran away, the driver being unable to manage them, and overturned several other carriages, severely injuring the occupants of all of them. Instances of this sort will occur to everybody familiar with the drives of New-York. By practicing this small economy, the rich man throws away the advantages his riches give him. It is the advantage of wealth to buy a ton of coal at $7, and the disadvantage of poverty to be compelled to pay $10 to $12 for the same amount of coal by the bucketful. It is equally the advantage of riches to be able to purchase the best harness and the best clothes, and the best of everything, and if the rich man does pay twenty-five per cent. more at the start, he saves a hundred per cent. before the articles wear out, in strength and beauty and lasting qualities; whereas the poor man must fit his purchase to his pocket, and take whatever the seller chooses to foist upon him.

All this goes to illustrate American Absenteeism, and incidentally the terrible damage it is doing to the industries of the country. The *Shoe and Leather Journal* estimates that 2,500 sets of foreign harness were imported into this country last year. Merry, the great English maker, keeps twenty hands exclusively employed upon orders for American customers. All the other English and French harness men do the same thing in a lesser degree. Wilkins & Kidd, of England, run a factory which keeps from thirty to forty persons busy turning out factory-made harness for the American market. Imagine from this item the quantities of dry goods, gloves, pictures, paintings, furniture, silver, and other articles innumerable, which are yearly brought to this country, to the manifest detriment of American merchants. The worst of it is that the greater portion is taken through by individuals not for purposes of barter and sale, but for their personal use. In the case of the harness, the New-York manufacturers with whom the writer conversed complain that all this is smuggled. They say that wealthy men are not in the least backward in avowing that their goods have not paid duty, and that if this smuggling could be stopped the evil to business would be reduced to infinitesimal proportions. The plea of cheapness would be done away with at least, for the addition of thirty-five per cent duty—the amount fixed by law—to the first cost of a foreign harness would render competition with American-made harness absolutely impossible.

Collector Arthur, in conversation with the writer on this subject, pooh-poohed the smuggling theory. He did not believe that gentlemen of respectability would take a false oath for the sake of a few dollars, and said that if they attempted such a thing the fraud would be easily discovered. The Collector said that American merchants have their remedy. Whenever they hear of a case of smuggling, no matter what the standing of the party may be, if they will only send him information, he will see that such punishment is meted out under the laws as will deter others from committing similar acts in future. This after all is the only way in which the pernicious practice can be stopped; but respectable merchants do not like to become informers, particularly when their information comes to them in the course of their confidential relations with their customers. Old Custom-house officers, with whom the writer conversed, instanced so many methods of evading the Custom's laws that the only wonder is that the Government ever gets any revenue from that class of importers who come under the category of passengers. The law requires that passengers claiming the free entrance of bulky goods, such as silverware, harness, fire-arms, furniture, &c., under the guise of personal effects, shall take an oath that such goods have been in use a year, but this applies only to articles packed in boxes or cases or in any manner otherwise than in trunks purporting to contain the personal baggage of the passenger. In this latter case no oath is required, merely the personal declaration of the passenger. The most common trick is to use a set of harness a day or two so as to get a little sweat upon the padding, and then to pack the harness in a trunk containing some wearing apparel. The inspector sees that the harness has been in use. He cannot tell how long, and so he is compelled to let it go. A man purchases a double-barreled sporting gun in England before his departure for this country. He puts in a couple of cartridges and fires them off. The inspector finds the gun in the trunk and sticks his finger into the barrels. He draws them out soiled with burned powder. The gun has evidently been in use, but the inspector has no means of knowing for what length of time, and he is powerless to enforce the law. In the case where a passenger is honest enough to say that he has dutiable goods in his trunk, the custom is to permit the payment of duties on sums less than $500 on the wharf. All larger amounts must be sent to the Appraiser's stores. On the arrival of a steamer the custom is that there shall be present representatives of the Collector's, Naval Officer's, Appraiser's and Surveyor's departments. The inspector on duty brings forward the trunk said to contain $500 worth of dutiable goods or less. The Appraiser's man sets a value upon the articles and the Collector's representative collects the duties. The others act as a check upon their honesty. There is hardly any necessity of stating that the person who acts as an appraiser is utterly incompetent to pass upon the thousand and one articles to be found in every passenger's baggage. He may be acquainted with the value of this article or that, but of the great mass his appraisement is mere guess work. In the Appraiser's stores a special expert is employed on every article. It is an object with these men to turn in large collections. John Smith and wife and sister-in-law may be traveling together. John has a trunk in which there is $1,500 worth of imported goods. The Appraiser knows well enough that the entire importation belongs to John, but he apportions the goods out equally between John and his wife and sister-in-law, and in that manner brings the importation into his own province. John Smith is nothing loth to this arrangement, as it saves delay and permits him to carry his trunk home with him. The point in this thing is, that through the ignorance of the Appraiser's assistant, and the general custom to give the passenger the benefit of a doubt, the Government is defrauded out of sums due it, which, in the aggregate, swell to a large amount yearly.

Nor is there so much hesitation at taking the oath falsely, as Collector Arthur seems to believe. A glaring case in point is that of a man who, having spent many years abroad, was on the eve of returning home. He sent in care of his coachman a large number of cases filled with furniture, &c., enough to load two large trucks. The oath was taken that all these things had been in use a year, and the inspector on duty was obliged to pass them. Among the cases was one filled with Dresden chinaware. Subsequently the Customs officials obtained possession of the bill of this chinaware, showing that it had been purchased in the preceding April—the goods arrived in August. Two officers were sent to a house in Baltic street, Brooklyn, whither the goods had been taken, to seize the case of china. They found, to their astonishment, not only the two truck loads of cases, but that the entire building was used as a storehouse, and that every room was filled with the accumulations of numerous previous importations, all in their original cases. They had power only to take the china, and this was restored when the owner came home and gave bonds for the duties. Women have actually been known in the fiercest heat of Summer to leave a vessel clothed in a heavy velvet sacque, over which was thrown a camel's hair shawl and furs. Commissioner Johnson's report to Congress at the opening of the last session on this subject is less wild of the truth than many persons have imagined. The clamor raised against him at the time quickly subsided when the Ashhurst, Jouvin, Gradot, and other cases became public in quick succession. In Mr. Ashurst's trunk, by the way, was found a set of harness. He excused his attempt to smuggle it by saying that "everybody did it."

There is one more point which should not be overlooked. The demands of business make property valuable. This is the reason why a house on Broadway, New-York, brings fifty times as much rent as one of similar size and build on Jersey City Heights. It is the business here and the lack of it there that constitutes the entire difference. It is this that has advanced real estate so enormously in Paris, Berlin, and other foreign cities. The crowd draws the crowd. Wherever fashion, wealth, and culture most do congregate, thither will flock the wealth and fashion and culture of the surrounding world. There the money will be spent, there will industry thrive and make progress toward perfection, and the fortunate nation which contains such a spot will develop in greatness and prosperity at the expense of the less enterprising remainder of the globe. There is no reason why New-York City should not be thus blessed. It is mainly to American lavishness of expenditure that the foreign cities mentioned owe their prosperity. All that is needed is for our countrymen to turn their patronage homeward. Make this City the centre of luxury and taste. American mechanics are "smarter" than the artisans of the old countries. All they need is encouragement to outstrip all others in the race for superiority. Foreign nations would soon look to this for the gratification of their higher wants, and it demands no effort of the credulity to believe that New-York would have a future as brilliant as the present of Paris, the "Queen City of the World."

PUBLIC HONORS TO THE LATE INSPECTOR VAN BOSKERCK.

FUNERAL RITES AT TRINITY CHURCH—LARGE ATTENDANCE OF CUSTOMS OFFICIALS—THE PROCESSION.

The funeral of the late John L. Van Boskerck was held at Trinity Church yesterday afternoon. At 1:45 o'clock the employes in the Customs department assembled at the Custom-house in Wall street, and marched in double file to the church. At 2:10 o'clock, the organist, Mr. A. H. Messiter, performed a voluntary on the organ. The officiating clergymen were Rev. Dr. Morgan Dix, Rev. Dr. Ogilby, and Rev. Mr. Hitchings, Rev. Dr. Ogilby reading the service of the Episcopal Church beginning: "I am the resurrection and the life, saith the Lord." On the return to the chancel the choir chanted the psalm beginning: "Lord, let me know my end, and the number of my days." Rev. Dr. Ogilby next read the lesson, which was taken from 1 Corinthians, xv., 20. The choir sang: "Abide with me," and the concluding portion of the service was read by Rev. Dr. Dix. "Rock of Ages, cleft for me" was next sung by the choir. A procession was then formed under the direction of Mr. Alonzo Bliss, headed by Gen. C. A. Arthur, comprising the employes of the Custom-house, and followed by the hearse and carriages containing the mourners. The cortege proceeded to Hamilton Ferry and thence to Green-Wood Cemetery, where the remains were interred. On arriving at the ferry the Custom-house employes formed in two lines and the hearse passed between them to the ferry-house. The pall-bearers were Gen. George H. Sharpe, Gen. John Cochrane, Postmaster T. L. James, Messrs. R. F. Andrews, J. L. Benedict, A. B. Cornell, Henry Liebenau, and Thomas Hall. Among those present at the services in the church were Mayor Wickham, Gen. Thurlow Weed, Commissioner Van Cott, Appraiser Darling, Deputy Collectors Phelps, Osborne, Wynkoop, and Morris, Deputy Naval Officers Canning, Burke, and Gourlay, Messrs. M. W. Burns, J. J. O'Brien, H. C. Leask, T. B. Thorpe, Charles Blackie, Samuel G. Acton, Gen. Nichols, Lewis J. Kirk, George Kliuk, William H. Benjamin, and Col. George Williams. The floral offerings were numerous and very beautiful. The most prominent was a bank of flowers in the form of an oval shield, nearly four feet in diameter, composed of tuberoses and immortelles, presented by the day inspectors of the Customs Department. In the centre of the shield was a revenue flag, the stripes being wrought in carnations, and the eagle and stars violets.

At the meeting of the Custom-house officials last Sunday Hon. J. L. Benedict, Special Deputy Surveyor, Hon. Chas. A. Peabody, Hon. A. B. Cornell, ex-Surveyor, Col. Burton, Deputy Surveyor, and Inspectors John Mitchell, Miles Banks, and Robert Uuley Vice Presidents; Inspectors Charles Strong and Alfred Mabie, Secretaries; Inspector A. B. Douglass, Gen. Nichols, Deputy Surveyor William H. Benjamin, J. G. McAlvey, Lieutenant of the Night Inspectors, and Peter F. Hagen, Night Inspector, composed the Committee on Resolutions.

A JUDGMENT IN FAVOR OF STOCKHOLDERS.

When the Rondout and Oswego Railroad Company, which was chartered to run from Kingston, Ulster County, to Oneonta, Otsego County, had been completed as far as Roxbury, fifty-eight miles, the $2,000,000 first mortgage bonds which had been issued by the company were exhausted, leaving twenty-five miles of track uncompleted. A contract was then entered into with John A. Green & Co. to build this portion, which contract was assigned to William B. Litchfield, his sureties being E. C. and E. B. Litchfield. The Directors of the road then concluded to extend the road to Earlville, and the name was changed by the Legislature to the New-York, Kingston and Syracuse Railroad Company, and the extension ratified. The officers and Directors remaining the same. The company then issued $4,000,000 of new bonds, $2 000,000 of which it was provided should be substituted for the old bonds. The bonds were entitled "consolidated first mortgage bonds." The contractors purchased from Ernest Caylus & Co., of this City, a lot of iron to be used under their contract, giving in payment notes of the company, indorsed by them, and accompanied with some of the new bonds as collateral, amounting to $147,000. The contractors soon after became insolvent, and the new bonds became worthless, from which a loss of $117,000 came to Caylus & Co., and they brought suit against the Directors of the company to hold them personally liable, averring that they relied on the representation on the face of the bonds, claiming that the Directors should be held responsible, they knowing that in fact these bonds were only secured by a second mortgage. Upon a demurrer to the complaint, Judge Van Vorst now holds that the defendants cannot be held responsible, as they personally made no representations. The bonds should be considered in connection with the mortgage, which showed that the consolidation was not actually completed, the words being "shall be substituted," not that it had been done, and there was no representation that such result had been attained. Judgment is, therefore, given for the defendants on the demurrer.

ON TRIAL FOR MURDER.

Joseph Jourdan was placed on trial in the Court of Oyer and Terminer, yesterday, charged with the murder of George Hoefer. Judge Barrett held the court, and the case for the people was prosecuted by Assistant District Attorney Russell. The facts of the case, as disclosed by Mr. Russell's opening, are as follows: On the night of Feb. 25, both men, who were butchers by trade, were drinking in a saloon kept by one Owen Graham, at No. 608 West Thirty-eighth street. A quarrel arose between them, but both separated and returned to their respective rooms without injury to either. Soon thereafter Graham saw Jourdan sharpening a knife, and asked him what he was doing, to which he replied he would kill some one. Graham inquired who he would kill? and the other replied it was none of his business. Shortly after, Jourdan went to the door of Hoefer's room, and when the latter put out his head inflicted a stab thereon which proved fatal. Several witnesses, including Graham and the son of the deceased, testified to this state of facts, and the further hearing was adjourned until to-day.

THE WINDSOR HOTEL LEASE.

A suit was tried before Judge Curtis, in Superior Court, Special Term, yesterday, involving an interpretation of the lease of the Windsor Hotel and a claim for about $23,000. The lease, which is for ten years, began May 1, 1873, and contained a provision that, it the building was not ready for occupancy at the commencement of the lease, the hotel company should have the building for $75,000 for the first year from the time the building was completed, the next year the rent to be $100,000, and later years still higher. The building was not completed until September, and it is claimed by the lessees that the proper interpretation of the lease is that they should have the occupancy of the building for an entire year from the time it was completed (September, 1873) for $75,000. On the part of the owner of the building it is contended that when the lease was made it was anticipated that the building would be ready for occupancy on May 1, and anticipating such delay, the rent was put at $75,000 for the first year, commencing from that day. The court reserved its decision.

DECISION AGAINST DANIEL DREW.

As Assignee, the Security Insurance Company brought suit against the New-Jersey Steam Navigation Company for the loss of the canal-boat A. D. Merrey through collision with the steamer C. Vanderbilt, in July, 1864, and recovered a judgment for $6,000. Daniel Drew, as President of the company, admitted in his answer that the Vanderbilt belonged to the company. While the action was still pending the company sold the steamer, and no property could be found to satisfy the judgment. Andrew F. Hastings, Receiver of the insurance company, then brought suit against Daniel Drew and others, stockholders of the company, to recover the amount from them as such stockholders. Judge Van Vorst, in Supreme Court, Special Term, yesterday, decided against the defendants, adjudging that they contribute in proportion to the amount of stock held by each toward the satisfaction of the judgment.

LAW REPORTS.

THE CITY AND THE BROADWAY BANK.

THE CLAIM FOR SIX MILLION DOLLARS—JUDGE LAWRENCE'S OPINION ON THE MOTION FOR A BILL OF PARTICULARS.

On the motion on behalf of the Broadway Bank in the suit brought against it by the City for $6,000,000, to compel the latter to furnish a bill of particulars of the warrants paid by it, alleged to be irregular, Judge Lawrence has decided in favor of defendant. The leading points of his opinion are as follows:

Holding that, in accordance with cited cases, the defendant is entitled to the bill of particulars demanded, the Judge says: It nowhere appears from the complaint on what ground the plaintiff's claim that the defendant has "duly and properly" paid out no more than the sum stated in the complaint. The defendant's affidavit shows that upon the face of its books it appears that all moneys deposited with it by the Chamberlain or County Treasurer have been withdrawn and paid out on warrants properly drawn, signed, and countersigned, but that all the warrants, with the exception of about fifty, are in the possession of the plaintiff. It is justly to be inferred from the language of the complaint that all the moneys deposited with the defendant have been paid out, but that some of these moneys have not been "duly or properly" paid out. The statement that no more than a certain sum had been "duly and properly" paid out may fairly be regarded as equivalent to an affirmation that the remainder, although all paid out, has not been "duly and properly" paid out. This construction of the language of the complaint does not appraise the defendant of the specific demands of the adversary. It is true that the complaint informs the defendant that the plaintiff's claim is that, having "duly and properly" paid out from the plaintiff's moneys in its hands but so much, the defendant remains indebted to the plaintiff for the balance. Why or how the plaintiff claims that this balance is due, and why or how the plaintiff has arrived at the conclusion that only a certain portion of the moneys in the defendant's hands has been paid out does not appear, nor is the defendant anywhere in the complaint advised of the nature of the plaintiff's claim in this respect. I think that in a case where such a vast amount of moneys has passed through the defendant's hands, and where it appears by the books of the defendant that all the moneys which it held of the plaintiff's have been disbursed by it, the defendant is entitled to know wherein plaintiff claims that any error or mistake has occurred in their account, or whether any and what improper payments have been made. It was urged upon the argument that the defendant knew precisely what it had received and what it had paid out, and that therefore the order asked for was not necessary to enable the defendant to answer. The answer to this argument, seems to be that by the provisions of the code the Court may at any time order a bill of particulars, and that it is no more than just to a defendant, if he is entitled to the bill of particulars at all, that he should have it before answering, in order that he may narrow the issue between him and the plaintiff down to the precise point involved in the controversy. This will not only aid the defendant in making a specific answer, but will greatly facilitate the court in the disposition of the case. Some reference was made on the argument to the fact that it would be a hardship to the plaintiff to compel it to deliver a bill of particulars to the defendant. I do not appreciate the force of the argument. The plaintiff must be assumed to have had good grounds for the commencement of this suit. It not only has the accounts of its Chamberlain and County Treasurer with the defendant, but it has in its possession the warrants on which the moneys deposited with the defendant were paid out. From an examination of those accounts or warrants it must be assumed that the plaintiff has discovered an error or fraud, an over-charge or an improper payment, which led to the commencement of this action. The defendant has paid during the period embracing the transactions referred to in the complaint, 38,112 warrants on account of the county, and 60,134 warrants on account of the City, and the aggregate of the payments on those warrants for the period aforesaid is over $389,000,000. It would be grossly unjust, as I view it, to compel the defendant to answer or go to trial without knowing which one of the 98,200 warrants is to be challenged by the plaintiff as improperly drawn, or which portion of the $389,000,000 of payments the plaintiff disputes. This is not a case where the means of knowledge is equally accessible to both parties, nor where the facts are more peculiarly within the knowledge of the defendant. In such cases the courts have very justly refused to require the furnishing of bills of particulars. In this case the nature and particulars of the plaintiff's demand are peculiarly within the possession and knowledge of the plaintiff's officers, and it is quite apparent to me that the defendant cannot, from the books or vouchers in its possession determine what the nature of that demand is. The motion for a bill of particulars is therefore granted, with costs of motion. The order will be settled on two days' notice.

THE HOLMES BREACH OF PROMISE TRIAL.

VERDICT FOR THE PLAINTIFF—THE JURY GIVE MISS CHAMBERLYN $6,000 DAMAGES—THE DEFENDANT ATTEMPTS TO STRIKE MR. COURTNEY—A REMARKABLE INVECTIVE AGAINST HIM.

The Holmes breach of promise case, which was opened on Thursday of last week was concluded yesterday. The result was a verdict for the plaintiff of $6,000 damages, said to be the largest amount ever given in this City for such a cause of action.

Yesterday's proceedings commenced with rebuttal and sur-rebuttal testimony on both sides. Ex-Congressman Carey then summed up on behalf of the defendant. He claimed that there was no cause of action proved, inasmuch as the complaint failed to allege a mutual contract, and the evidence did not supply the defect. He further argued that, according to the proof, a marriage had actually taken place between the parties, and that, consequently, no action for breach of promise could be entertained. He then ridiculed the demand of the plaintiff—a blooming young girl—for a compensation for wounded affections after only a week's courtship with a man old enough to be her grandfather.

Mr. Samuel G. Courtney replied on the part of the plaintiff. He said that the defense interposed by the defendant was the most extraordinary he had heard during his long practice at the Bar. That first there was an absolute denial of any promise whatever on the part of the defendant to the plaintiff. Then came the monstrous proposition that a marriage had been consummated between the parties. Next the defendant alleged that there was a conditional promise, but that the time for its fulfillment had not arrived; and, finally, the climax of absurd contradiction and mean subterfuge was capped by the allegation that all contracts between the parties had been rescinded by their mutual agreement. Such defenses, he said, were worthy only of the twofold felon that made them, and of the false affidavits, the perjured hirelings, and the paid mistresses and keepers of houses of prostitution, with which he sought to sustain them. They were, he submitted, utterly unworthy of the two learned lawyers who tried to maintain them, and should be considered by the court and jury only as showing the manner of man the defendant was, and as an aggravation of the offense charged against him there. Mr. Courtney then gave an elaborate review of the testimony on both sides, showing that the object of the defendant throughout his courtship was to ruin the plaintiff both in this life and the life to come. His review of the defendant's career of crime was a brilliant example of eloquent invective. The audience responded to it with applause, and the defendant jumped up with a cry of pain, and struck at the speaker. Mr. Courtney promptly wheeled round into an attitude of defense, but the court officers caused the defendant to be quiet, and the speaker continued. Later in his argument, when alluding to the fact that the defendant had, by threats against her life, compelled a lady to make a false affidavit, he said that the exhibition just witnessed was the best corroboration of her statement, especially when made by a convicted murderer.

In conclusion, Mr. Courtney referred to the statements of the opposite counsel that the plaintiff was prompted by poverty and her friendless condition to institute that suit. He asked if that poverty and friendlessness were good reasons why she should be ruined by a wealthy old roue, himself the father of young girls, and added that if it were not for the unhappy fact that she was without father, brother, or male relative to protect her, she would not be compelled to appeal for vindication to the courts of her country.

Judge Spaulding charged the jury in his usually lucid and forcible style, and so fairly that neither side took exception to any portion of his charge. After an absence of ten minutes the jury returned a verdict of $6,000 damages. Mr. MacInerney then moved for an extra allowance to counsel. The motion was granted, and the court adjourned.

In an interview with a TIMES reporter a juror stated that one of their number was for giving the plaintiff $25,000, two $20,000, and so on down to one gentleman who voted to give only $500. An average was agreed upon, which resulted in a verdict for the amount above stated.

THE TRANSCRIPT ASSOCIATION CLAIMS.

Roswell B. Taylor, as assignee of a claim of the old *Transcript* Association for $11,606 40, has brought a suit against the City to recover that amount. The defense of the City is that the work for which the claim is made was worth no more than $6,639 60; also, that the City holds a claim against this somewhat notorious association for $500,000, alleged to have been overpaid to it, and that this claim should be pleaded as an offset. A motion was made before Judge Donohue in the Supreme Court, Chambers, yesterday, on behalf of the plaintiff, to have the case sent before a Referee. The Judge reserved his decision on the motion.

UNITED STATES SUPREME COURT.

OPINION IN THE MINER-HOPPERSATT CASE—A QUESTION INVOLVING THE RIGHT OF WOMEN TO VOTE.

WASHINGTON, March 29.—The following opinions were delivered in the Supreme Court today:

No. 182.—*Minor vs. Hoppersatt.*—Error to the Supreme Court of Missouri.—This is the case presenting the question whether under the Fourteenth amendment a woman who is a citizen of the United States and of a State, is a voter in the State notwithstanding the provisions of the Constitution and the laws of that State confine the right of suffrage to men alone. It is said that women are citizens. They are persons, and therefore under the Fourteenth amendment declared to be citizens of the State wherein they reside. But it did not require that amendment to make them such. They were before persons and people, and were not in terms excluded from citizenship by the Constitution. The Constitution was ordained by the people of the United States, composed of the people of the several States, and whoever at the time of its adoption was one of the people became a citizen. All children born of citizen parents within the jurisdiction are themselves citizens. The Naturalization laws are reviewed to show that women have always been considered citizens the same as men; also, the laws giving jurisdiction in United States cases. It is then said that the Fourteenth Amendment did not affect the citizenship of women any more than it did of men, and thus minors' rights do not depend upon it. She has always been a citizen from her birth, entitled to all the privileges, immunities, &c., of citizenship. The amendment prohibited the State in which she lives from abridging any of those rights. The right of suffrage is not made in terms one of the privileges of the citizen. The United States has no voters, and no one can vote for National without being competent to vote for State officers. The elective officers of the United States are chosen directly or indirectly by the voters of the States. The amendment did not add to the privileges or immunities of the citizen; it simply furnished an additional guarantee for the protection of such as he already had. Nor is the right of suffrage coextensive with the citizenship of the States. When the National Constitution was adopted all the States but Rhode Island had Constitutions of their own, in not one of which were all citizens recognized as entitled to this right, and under all these circumstances it cannot for a moment be doubted that if it had been intended to make citizens of the United States voters, the framers of the Constitution would have so expressed that intention, and not have left so important a change in the condition of citizenship, as it then existed, to implication. But if further evidence is needed, it is to be found in the

MR. BEECHER ON TRIAL.

EXAMINATION OF TWELVE WITNESSES.

MR. JOHN WINSLOW AND MR. S. V. WHITE GIVE ACCOUNTS OF THE DOINGS OF THE CHURCH COMMITTEE—MR. BEECHER AT PEEKSKILL ON JUNE 2, 1873—TESTIMONY OF HIS FARMER AND DRIVER, TELEGRAPH OPERATORS, AND PEEKSKILL NEIGHBORS—MR. H. B. CLAFLIN TESTIFIES REGARDING THE TILTON-BOWEN DIFFICULTIES.

A dozen witnesses were on the stand yesterday, and the testimony of all was concluded, with the exception of that of Mr. Horace B. Claflin, who was under examination during the last half hour of the session of the court. In many cases the examination did not extend over more than five or ten minutes; but the importance of the testimony was not to be measured by its brevity. The first witness was Mr. David Dows, with whose family Miss Bessie Turner lived at Tarrytown, and the main purpose of his testimony was to fix the dates at which his family went to and returned from the West. They left, it appeared, for Omaha on May 1 and returned on either June 11 or 12. The remainder of the evidence offered during the day bore in two directions. One set of witnesses testified to the transactions of the Investigating Committee and the relations with Mr. Tilton, and the testimony of the others went toward proving an alibi for Mr. Beecher on June 2, 1873, when, according to the testimony of Mrs. Moulton, a notable interview took place between her and the Pastor of Plymouth Church. Mrs. Tilton and her lady friends were absentees yesterday, but Mrs. Beecher was present with the defendant, according to her custom.

The testimony of Mr. Dows only occupied a few minutes, and at its conclusion Mr. John Winslow, formerly District Attorney for Kings County, and a member of the Investigating Committee of Plymouth Church, was called to the stand. He testified that Mrs. Tilton was before the committee on July 6, of last year, at Mr. Ovington's. The committee were only some six minutes in the house when Mrs. Tilton appeared before them. The questions put to her were by members of the committee. Mr. Tilton, witness said, was before the committee on July 10, following. Mr. Tilton doubted whether Mr. Beecher wanted an investigation, and he was assured that he did. Mr. Tilton did not state on that occasion that Mr. Beecher had made a verbal confession. Witness had an interview with Mr. Tilton on the following day on the subject of the investigation. It was the day that Mr. Tilton's card was published in the *Argus*. Mr. Tilton said the investigation was all wrong, and that it ought not to proceed. He said further that he wanted the committee to adopt a report which he had drawn, and which he thought would exonerate all three. Witness' attention was then directed to an occasion on which, as alleged, Mr. Tilton attacked Mr. Tracy. Mr. Tilton said that Mr. Tracy had no right to be before the committee in opposition to him. Mr. Winslow described the altercation as stormy, but stated that Mr. Tilton subsequently said he forgave Mr. Tracy, and that he liked him better than any other man in Brooklyn, whereat Mr. Tracy looked very good natured. On that occasion Mr. Tilton's charge against Mr. Beecher was frequently referred to. Mr. Tracy, he said, referred to the charge as one of improper advances, and Mr. Tilton assented to it. On cross-examination by Mr. Fullerton witness stated that Mrs. Tilton made two verbal statements before the committee. The first statement was made on July 6, but he had never seen it published, nor did he know that it had ever been written out from the stenographer's notes. Mr. Beecher, he said also made two statements, but he could not say if the first statement had been ever written out. He was then asked if he knew where the minutes of the committee were, and he answered in the negative. The evidence taken before the Investigating Committee was, he said, passed over to the Examining Committee. He was under the impression that it was passed to Mr. Cleveland, but he was not sure on that point. A number of questions put by counsel with the view of ascertaining whether the witness was in any way connected with the preparation of the evidence for printing, were all answered in the negative. Witness drew the first draft of the report of the Investigating Committee. He was next examined with respect to the evidence given by Mr. Belcher before the committee. Having refreshed his recollection by a reference to Mr. Belcher's testimony, he was satisfied that that gentleman did not make mention of the "true story," but only spoke of it as "the story." When Mr. Tilton was expressing himself adverse to an investigation, he said that it was a very unhappy affair, that it would lead to many unpleasant revelations, and bring about a great deal of trouble. He did not mention to whom it would bring trouble. Mr. Tilton, he said, expressed himself unwilling to state all he knew before the committee, but he had no particular recollection of his saying that he wanted to shield his wife and family. Mr. Tilton also said that his case rested on writing—documents, and papers. He did not know if that statement were taken down by the stenographer, nor did he know if the stenographer was present. Mr. Tilton's plan, he said, was to have all three, Mr. Beecher, Mrs. Tilton, and himself, support, by their statements before the committee, the report which he was desirous the committee should adopt. When Mr. Tilton attacked Mr. Tracy that gentleman, he said, was sitting silent. Mr. Tilton did not say to Mr. Tracy that he knew what the original charge was. Mr. Tracy did not say that he was not appearing against Mr. Tilton, but it was assumed that he was appearing against him. The next point of the cross-examination was in reference to the evidence given by Bessie Turner before the committee. Bessie Turner, he said, had stated before the committee that Mr. Tilton had charged Mrs. Tilton in her presence with having confessed her criminality with Mr. Beecher. He was asked if Mr. Bowen had been examined before the committee, and if the committee had tried to procure his testimony, and he answered both questions in the negative.

Thomas James Turner, who has charge of Mr. Beecher's farm at Peekskill, was the next witness. He recollected Mr. Beecher's visit to his farm on Monday, June 2, 1873, and had refreshed his memory by reference to memoranda. He arrived by the train which left New-York at 2 o'clock. Mrs. Beecher accompanied him. They remained that evening and part of June 3. They were there at dinner-time on June 3. Mr. Beecher returned to the farm on June 16. He received a telegram advising him of Mr. Beecher's intended visit on June 2. Mr. Fullerton cross-examined the witness. He inquired where the telegram was, and the witness answered that it was gone. He had, however, he said, a copy of it. On June 7 he made an entry in the memorandum-book at the farm, charging fifty cents for the telegram. He made a note of that charge on the 2d, and transferred it to the memorandum book at the farm on the 7th, it being the end of the week. He had not the original entry in his possession. Counsel inquired minutely as to the time of the arrival and departure of the several trains between New-York and Peekskill, and the court then took a recess.

When the court resumed its session, Joseph S. Turner, son of the previous witness, testified that on June 2, 1873, he went down to the Peekskill depot to meet Mr. Beecher. Mr. Beecher, he said, arrived by the 3:48 train, which left New-York at 2 o'clock. He returned the following day, either by the 2:15 or the 4:20 train from Peekskill. He did not see Mr. Beecher again until June 16. In reply to Mr. Fullerton, he said that he kept no memorandum of the transaction. He was enabled to fix the date as June 2 as it was his first working day after he had begun to work for wages. He was further enabled to determine the date by the fact that it was the first time he drove out a horse which had been sent up to the farm a short time previously.

Thomas Rocheford, who had been receiver in the Western Union Telegraph Company on June 2, 1873, proved the receipt of Mr. Beecher's message to Turner. The message, which was put in evidence, directed Turner to send for Mr. and Mrs. Beecher to the train leaving New-York at 2 P. M. The message was not dated by Mr. Beecher, but witness swore that it was received on June 2, it being the eighth message entered in the book. The blank telegraph form to which the message was attached was dated in the office two or three weeks before. Mr. Fullerton handed the form to the witness and asked if the date had not been changed from June 1 to June 2. Witness answered that it had been, but that he saw it taken from the packet of messages of June 2, and that the mistake having been discovered, the date was changed.

Emil B. Denzler, telegraph operator, testified that he forwarded the message to the New-York office of the company on June 2, 1873. He also deposed that he saw the message taken from the packet of June 2, about two weeks previously.

Mr. Ben. Kitterege, of Peekskill, was next called to the stand and testified to having seen Mr. Beecher at Peekskill on June 2, and also on the following day.

Mr. Thomas J. Talney testified that he was married by Rev. Mr. Beecher about 7 o'clock on the evening of June 3, 1873. It struck witness that Mr. Beecher did not come prepared in the matter of dress to the extent which such an occasion would warrant. The witness was not questioned by plaintiff's counsel.

Mr. Frederick A. Putnam testified that he saw and spoke to Mr. and Mrs. Beecher on the New-Haven cars for Boston on the morning of June 4, between 7 and 8 o'clock.

The inquiry here went back to the doings of the Investigating Committee and their relations with Mr. Tilton. The stand was taken by Mr. Stephen V. White, one of the members of the Investigating Committee, and his examination was conducted by Mr. Tracy. He represented Mr. Tilton as casting doubt on the statement that Mr. Beecher wanted an investigation, and as declining to give any information up to the time of reading Mr. Beecher's letter asking for an inquiry. The contention between Mr. Tilton and Mr. Tracy, and Mr. Tilton's allegation of unprofessional conduct on the part of the latter, was described in substantially the same terms as testified to by Mr. Winslow. Mr. White was only asked one question on cross-examination, and that had reference to the absence or presence of Mr. Winslow during transactions deposed to by the witness. He was unable to recollect, but he knew that he was present on the occasion of the altercation between Mr. Tracy and Mr. Tilton.

Henry L. Hughes, manager of the Brooklyn branch of the Western Union Telegraph Company, testified that he had dated the blank telegraph form to which Mr. Beecher's message was attached. He took it from the files of June 1 and 2, and filled in the date June 2, which he was satisfied was correct. The work was entirely his own, he said, and he was not asked by anybody to date the paper. He said that the paper was not dated at all when he took it from the files.

Mr. Horace B. Claflin was on the stand during the last half-hour of the day's session. He was suffering from a severe cold, and was so hoarse that Mr. Shearman was obliged to sit by the stand and repeat his answers. His examination was conducted by Mr. Tracy. The negotiations concerning Mr. Tilton's difficulty with Mr. Bowen were first inquired into, and witness described the action which had been taken in respect to the tripartite agreement, and the proposal of appointing arbitrators to settle the pecuniary differences between Mr. Bowen and the plaintiff. At this point of the examination the court adjourned until this morning.

THE PROCEEDINGS.

The jury were called at 11 o'clock, and at 11:05 Mr. Evarts called, as a witness, Mr. David Dows.

Mr. Evarts—Mr. Dows, you are a merchant of the City of New-York? A.—Yes, Sir.

Q.—What is the name of your firm? A.—David Dows & Co.

Q.—What is your line of business? A.—Produce commission business.

Q.—And how long have you been a merchant of the City of New-York? A.—Forty years and more.

Q.—Are you the Mr. Dows in whose family Miss Bessie Turner lived at one time, as she has stated? A.—Yes, Sir.

Q.—How long was she in your family? A.—I cannot tell you how long she was there.

Q.—About how long? A.—Probably between two and three months; she came there in the Spring, and left in the Summer some time.

Q.—Have you any personal recollection about it, or is that your wife's? A.—I have no personal recollection distinct enough to tell you the time she came, nor the time she left.

Q.—All matters between her and the family were between your wife and her, I suppose, or the other ladies—not yourself? A.—I have heard nothing to—

Mr. Beach—Oh, well!

Mr. Evarts—No, I am not talking about that; I am talking about the time, and her pay, and all that. That was with the ladies of the family? A.—Do you mean as to the time she came and left?

Q.—Yes; and as to the payment—the time she came and left, and as to her services. A.—I cannot tell you; I am not—

Q.—Very well; that I understand? A.—I have no memorandum to show exactly the time she came, but she came sometime in the Spring and left in the Summer, I think in April.

Q.—Very well. Now, did you and some portion of your family go on the Union Pacific Railroad that Spring? A.—On the Union Pacific Railroad?

Q.—On the Union Pacific, or on the trip toward California, or what? A.—My family, with others—a party of gentlemen from New-York—went on a trip to Omaha, at the opening of the Chicago, Rock Island and Pacific Railroad.

Q.—Yes; and the Pacific Railroad was not then open to California, was it? A.—I think the Pacific Railroad was not open all the way through; I think it was not.

Q.—Do you know what day you left, and what day you returned on that trip? A.—We left on the 31st day of May, in the morning train—

Q.—Yes? A.—And we returned so that I was in New-York on the 12th of June.

Q.—Yes. A.—We returned, very likely, on the 11th at night, at Tarrytown, where we lived, or on the 12th, in the morning; I came right through to New-York; but I was in New-York on the 12th of June.

Q.—Have you examined your books and papers? A.—Yes, I have examined my letter-book so as to refresh my memory.

Q.—And the ladies of your family that went with you—they returned with you? A.—Yes, Sir.

Mr. Evarts—That is all.

Mr. Fullerton—Nothing, Mr. Dows.

The Court—That is all, Mr. Dows.

Mr. Dows then left the stand.

Mr. Tracy then called as a witness Mr. John Winslow.

TESTIMONY OF JOHN WINSLOW.

Mr. Tracy—You are a practicing lawyer in this city, Mr. Winslow? A.—Yes, Sir.

Q.—Where do you practice? Where is your place? A.—New-York.

Q.—Do you reside in Brooklyn? A.—Yes, Sir.

Q.—How long have you been a practicing lawyer in that City? A.—About twenty-five years.

Q.—Formerly District Attorney of Kings County? A.—Yes.

Q.—Were you a member of the Investigating Committee appointed by Plymouth Church last Summer? A.—Yes.

Q.—And did you meet with that committee? A.—Yes.

Q.—Were you present at the meeting when Mrs. Tilton was first before the committee? A.—Yes.

Q.—Can you tell us when it was? A.—The 6th of July—evening.

Q.—Where was that—the meeting of the committee at which she was present? A.—Mr. Ovington's.

Q.—How came the meeting to be at Mr. Ovington's? A.—The committee met previously at Mr. Sterrs', and were notified by yourself [Mr. Tracy] that they could meet Mrs. Tilton at Mr. Ovington's.

Q.—And did the committee adjourn from Mr. Storrs' to Mr. Ovington's for that purpose? A.—They did.

Q.—You went with the committee there, did you? A.—Yes.

Q.—Did Mr. Tracy accompany the committee to Mr. Ovington's? A.—He did.

Q.—Will you tell us, Mr. Winslow, whether Mr. Tracy was absent from the presence of the committee after they arrived at Mr. Ovington's house on that night before Mrs. Tilton began her statement before the committee, and if so how long he was absent from the immediate presence of the committee? A.—Well, I missed him, I think, two or three minutes, more or less; I couldn't state very precisely.

Q.—How long had the committee been in the house, should you say, before Mrs. Tilton was in the presence of the committee, giving her statement? A.—Well, I should think it might be from five to six minutes.

Q.—Without asking you what was said or what questions were put, I ask you whether, as a matter of fact, by whom, as a matter of fact, most of the questions put to Mrs. Tilton that night were put? By whom were they put? A.—By members of the committee.

Q.—Were you present at the meeting of the committee when Mr. Tilton first appeared before the committee? A.—I was.

Q.—Can you give us the date of his first appearance? A.—The 10th of July, in the evening.

Q.—Where was that meeting held? A.—At Mr. Storrs'.

Q.—Did you listen to Mr. Tilton's talk with the committee that night? A.—Yes.

Q.—Heard what he said? A.—Yes.

Q.—What, if anything, did he say in regard to the evidence of his case against Henry Ward Beecher? A.—Well, the talk was a conversational one.

Q.—Well? A.—He at first said he did not think there had better be any investigation; didn't think there was any occasion for one, and doubted whether Mr. Beecher wanted or had authorized one; we assured him that he did; he still doubted it, and then one of the members of the committee, Mr. Cleveland, showed him the letter of authority from Mr. Beecher requesting this investigation; Mr. Tilton expressed surprise, and said that he was aware that he was a discredited person in this community, but that his case did not depend upon him; it was in writing, in documents and papers.

Q.—At that point of the conversation, did Mr. Tracy say anything to Mr. Tilton on the subject of what his evidence proved?

The Witness—If you will call my attention to the particular point you refer to.

Mr. Tracy—Did Mr. Tracy say anything to Mr. Tilton that if his case was in writing—

Mr. Beach—I object to that, Sir.

Mr. Morris—Ask him the question.

The Witness—I now remember what was said.

Mr. Tracy—Well?

The Witness—Mr. Tracy said to Mr. Tilton that if his case was in writing, if he would produce the documents, we could judge of them as well as he could.

Q.—Well, was anything further said by Mr. Tracy on this occasion? A.—Oh, there was a good deal said that I do not now—

Q.—(interrupting)—Did Mr. Tracy say he had seen the documents himself?

Mr. Beach—That is objected to.

Mr. Tracy—Why, because it is leading.

Mr. Beach—That form of examination is very objectionable.

Mr Tracy—On the ground that it is leading?

Mr. Beach—Yes; you know it is leading.

Mr. Tracy—I don't suppose this witness will be affected at all by it.

Judge Neilson—That is not the point; the objection is no reflection on the witness at all. You can ask him whether or not anything was said on any given subject.

Mr. Tracy—Was anything said by Mr. Tracy upon the subject of his having seen the documents? A.—I don't recall at this moment what was said about that.

TILTON DID NOT ALLUDE TO VERBAL CONFESSIONS BY BEECHER.

Q.—Was there anything said by Mr. Tilton on that occasion in regard to his case resting in any degree upon the verbal confessions of Mr. Beecher? A.—Not a word.

Q.—Did he state anything upon the subject as to whether Mr. Beecher had ever confessed to him verbally, or to anybody else? A.—No.

Q.—Did Mr. Tilton—state whether or not Mr. Tilton read Mr. Beecher's letter asking for the appointment of the committee that night?

The Witness—Did Mr. Tilton state—

Q.—Did Mr. Tilton read it? A.—He did.

Q.—Have it in his hands? A.—Yes, Sir.

Q.—Read it more than once? A.—Looked at it very carefully; took plenty of time.

Q.—After that meeting did you have an interview with Mr. Tilton—a few days after that—on the subject of this investigation? A.—Yes.

Q.—When was that interview and where was it? A.—That was on the 13th, about sunset.

Q.—The 13th of July? A.—Yes; in Montague street, opposite the Academy of Music.

Q.—Can you state whether or not that was on the day Mr. Tilton published in the *Argus* his card saying he should accept Mr. Beecher's challenge, and would produce his proofs before the committee? A.—The same day.

Q.—The same day. Had you read that card at the time of this conversation? A.—I had just read it, and had the paper in my hands, and referred to it in our conversation.

A CONVERSATION WITH TILTON.

Q.—What was said between yourself and Mr. Tilton on the subject of this investigation at that conversation? A.—I met Tilton—he was passing toward the west and I toward Court street—and I said to him, "Theodore, I have just read your letter;" I had the paper in my hand and had just finished reading it; he said he would like to talk with me; I said in a playful way, "Do you think it proper to talk to the court?" He said he wanted to talk with me; I then stopped; he said that this investigation was all wrong and ought not to proceed, and that it might be easily closed; that he had a way of closing it; he said that he wanted the committee to adopt a report that he had drawn; he said, indeed, he had drawn two or three reports, and that he had one which he thought was right, which provided for the exoneration of the three parties, himself, Mrs. Tilton, and Mr. Beecher, and they could all go about their work; I told him that that was the first I had heard of any such project as that; I did not know anything about the case, either on his side or the other; I had not heard it stated; I told him I did not propose to know anything about it except what I might learn from the testimony taken before the committee—that I considered it my duty to listen to it, as if I was a Judge on the bench, and as I thought I could come to a conclusion after hearing it, I should state it; he said he had understood that I would oppose it, and if I would not oppose it, all the other members of the committee would agree to it; I told him I thought he was mistaken; I told him I did not think a member of the committee would listen to it, and I had not heard it mentioned by any member of the committee; he said "Well, do me justice;" I said, "Certainly," and we separated.

Q.—You were also before the committee when he presented his sworn statement, were you? A.—Yes.

Q.—Were you present also at the cross-examination? A.—Yes.

Q.—When was that—when did that occur? A.—Well, the first—it commenced on the 20th and it ended on the 22d.

TILTON'S ATTACK ON MR. TRACY.

Q.—I call your attention to the 22d, I think it was—at all events, I call your attention to an occasion when you were present, when Mr. Tilton attacked Mr. Tracy? A.—My impression is that was on the 23d—that is my impression about it.

Q.—On the 23d? A.—Yes, Sir.

Q.—Did you hear that attack? A.—Yes.

Q.—What was said? A.—We had—it was in the afternoon; we had an afternoon session that day; it was not a regular session; it was an informal affair.

Mr. Beach—I do not understand, Sir, the importance of this evidence, and I object to it.

The Court—We cannot very well tell what it will be until we hear it?

Mr. Beach—Sir?

The Court—I think we will have to hear it.

Mr. Beach—We gave no evidence of an attack by Mr. Tilton on Mr. Tracy before the committee.

The Court—It is a conversation before the plaintiff. I think we must take it.

Mr. Beach—It does not follow because it is a conversation before the plaintiff that it should be received when it is on a subject totally foreign and irrelevant.

The Court—Does not—

Mr. Morris—He is calling for a personal difficulty between himself and the plaintiff.

Mr. Beach—Very well.

Mr. Tracy—If you listen to the evidence, I think you will see it is very proper.

The Witness—There had been no regular session that afternoon; that is to say, no regular testimony taken; I think the stenographer took no minutes. We were on the point of separating, or it got late in the afternoon, when Mr. Tilton suddenly burst out, sitting near you and opposite you, to this effect: "Mr. Tracy, you have no right to be here in collision with me; you made me a promise when you first knew of this case that if I and Mr. Beecher came into collision you would not appear against me for Mr. Beecher." You answered, "Yes; but when I saw you changing your ground, changing the case from one of improper advances to the main charge, I notified you that that promise would not bind me, and ought not to." Mr. Tilton answered, "That did not make any difference; you made a promise and you are bound by it." That idea was repeated over in various forms, and you both got talking pretty loud, and showed some excitement; then—

Mr. Tracy—What was— A. (Continuing)—After that particular stormy conversation was over, if I may so characterize it, you, Mr. Tracy, went into the front parlor to speak to some gentleman, and I also went there and some others; in a moment Mr. Tilton came in, looking very sweet and pleasant, and said, "Tracy, I forgive you; I like you better than any other man in Brooklyn;" he put his arm on your shoulder, or partly around your neck, and I think—I am not quite sure—whether you said anything about forgiveness or not; he looked very good-natured. [A laugh.]

The Court (interrupting)—Be quiet, gentlemen; don't signify that this pleases you or not.

Witness—Mr. Tilton then stated that the difference between you and him was this, that he sometimes did wrong and asked forgiveness, but you sometimes did wrong and never asked forgiveness; I think you then shook hands, and there was a general laugh all round, and Mr. Tilton left, and I think there was some laughing after he left.

Q.—Now, was there anything said there on that occasion by me, by Mr. Tracy, as to what the nature of his charge was against Mr. Beecher at the time he stated it to me and obtained that promise? A.—That was repeatedly referred to as a case of improper advances, that is to say, you put it so and he did not deny it; but he claimed it made no difference; that was his position, that you were bound by it.

Q.—Did Mr. Tracy also say that his action in the matter under the circumstances was a matter of judgment?

Mr. Beach—Oh, well, that is all improper, Sir, to put the question in that form.

Witness—Oh, yes.

Q.—Was there anything said by Mr. Tracy at that time as to whether that was a matter of judgment whether the promise was under the circumstances binding? A.—That was said, and I think also you said that you had not acted without considering it and taken other opinions upon it.

Q.—The views of other lawyers on the subject? A.—Yes.

Mr. Tracy—That is all, gentlemen.

CROSS-EXAMINED BY MR. FULLERTON

Q.—When was the first meeting of the committee, Mr. Winslow? A.—We had an informal gathering on Sunday evening, June 28.

Q.—When? A.—June 28.

Q.—Any testimony taken that evening? A.—No; a mere informal conference.

Q.—When was the first meeting of the committee when evidence was taken? A.—Sixth of July.

Q.—How? A.—Sixth of July.

Q.—And what means did the committee adopt to perpetuate the testimony? A.—We used a stenographer.

Q.—Whom did you use? A.—I think his name is Ellenwood; I am not personally acquainted with him.

Q.—Was he present on July 6? A.—I think he was.

Q.—And did he reduce to writing the evidence taken that night? A.—I think he did; he seemed to be doing that.

Q.—Was he present at every subsequent meeting of the committee? A.—So far as I remember.

Q.—And did he take all the evidence of all the witnesses produced before that committee? A.—I think he did, unless he might have substituted one in his place.

Q.—You have no recollection of any such instance? A.—I have no recollection of it, but it might have occurred; he was there generally, however.

Q.—How many statements did Mrs. Tilton make before the committee, either verbal or in writing? A.—She was twice before the committee.

Mr. Fullerton—That does not answer my question, Mr. Winslow—

Witness—That is all I saw of her, or all that the committee saw of her.

Mr. Fullerton—My question was how many statements did Mrs. Tilton make before the committee, and your answer is that she was before the committee twice.

Mr. Evarts—How is that material, if your Honor please?

The Court—I don't know; it may be; I think we had better take it.

Witness—She made two.

Q.—Verbal or in writing? A.—Verbal.

Q.—On what night did she make the first one? A.—Sixth of July.

Q.—Was that statement ever published? A.—I never saw it.

Q.—Do you know what became of the notes after they were written out? A.—No.

Q.—Have you ever seen them since? A.—I never saw it at all.

Q.—Do you know whether or not they were written out? A.—No.

Q.—Well, how many times was Mr. Beecher before the committee? A.—Mr. Beecher was before the committee twice.

Q.—And how many statements, either verbal or written, did he make before the committee? A.—Two.

Q.—Were they oral or written? A.—Both; that is, they were mixed.

Q.—Did he make two written statements before the committee? A.—His first statement, if you call it that, was an informal affair—

Mr. Beach—That we did not ask.

Witness (continuing)—Which he read—

Mr. Beach—Wait, wait.

Witness—I am going to tell you—

Mr. Fullerton—Not until you are asked.

Mr. Evarts—Let him answer the question you put to him.

Mr. Fullerton—I did not ask him whether it was formal or informal, nor what he read. I asked him whether he made two statements before the committee?

Witness—Yes.

Q.—When was the first statement? A.—I think it was about the 6th of July.

Q.—And where did the committee meet when that statement was made? A.—At Mr. Storrs'.

Q.—And who of the committee were present? A.—My recollection is that they were all present, though some one may have been absent.

Q.—Was the statement left with the committee after it was read? A.—No.

Q.—Who took it away? A.—Mr. Beecher; he read it, and I suppose he took it away; but I don't know.

Q.—Who read it to the committee? A.—Mr. Beecher.

Q.—Was that statement ever published? A.—The substance of it was, afterwards; yes.

Mr. Fullerton—No, no; I did not ask you that. Was the statement first made ever published? A.—I think not, as far as I know.

Q.—Did the stenographer take notes of it? A.—I really can't say whether he did or not.

Mr. Beach—Please reflect, Mr. Winslow.

Witness—I can tell you all I know about it, and you can judge for yourself.

Mr. Beach—Well, we don't want that.

Q.—We are talking about the stenographer now, and not of Mr. Beecher. A.—Well, I want to tell you all I know about the case, and you can guess for yourself; I don't know.

Q.—Have you no recollection on the subject? A.—No, I have not.

Q.—Do you recollect that the stenographer was there or not? A.—I have no distinct recollection except that he was generally there; that is all.

Q.—Have you ever seen that statement since that night? A.—No.

Q.—Ever seen a copy of it since that night? A.—No.

Q.—Do you know whether the stenographer ever wrote out any notes that he took that night of that statement? A.—I don't know.

Q.—Never seen any? A.—No.

Q.—Mr. Winslow, do you know where the minutes of the committee now are? A.—I don't.

Q.—Who was Chairman of that committee? A.—Mr. Sage.

Q.—Who had charge of them during the sittings of the committee? A.—Well, I think the stenographer took them uniformly.

THE TESTIMONY GIVEN OVER TO THE EXAMINING COMMITTEE.

Q.—Well, after he wrote out the testimony what was done with it then? A.—Well, we turned it all over to the Examining Committee of the church.

Q.—You mean to say that you turned the whole of the evidence taken before the committee over to the Examining Committee? A.—Yes, except that a brief statement of Mr. Beecher's was not included.

Q.—Was the first statement of Mrs. Tilton included? A.—I presume it was; I merely presume; I don't know.

Q.—Do you know that from the evidence thus taken at the time the committee made this report? A.—That was the direction given; I did not personally do it.

Q.—Then, that is your understanding of the matter? A.—Yes, Sir.

Q.—Now, state to whom were the directions given to pass over to the Examining Committee the evidence which was taken. A.—Well, some member of the Committee, I think, took charge of them; I can't say positively who it was.

Q.—Have you no recollection upon that subject? A.—I could give a guess that would be very satisfactory to me, but it would be a guess, though.

Q.—What is your best recollection upon that subject, without guessing? A.—I have a best impression about it; but it is not a distinct recollection; my impression is Mr. Cleveland took it, yet I may be mistaken.

Q.—Have you seen the minutes of evidence since they were submitted to the Examining Committee? A.—No; except as they have been printed.

Q.—Printed where? A.—Well, in these various pamphlets and newspapers.

Q.—Do you know where the minutes of this evidence are? A.—No; they went out of our jurisdiction when they went to the other committee.

Q.—Did you superintend the printing of any of the evidence? A.—No.

Q.—Or correct the proofs? A.—No.

Q.—Did you superintend the printing of Mr. Beecher's statement that was printed? A.—No.

Q.—Were you present when it was being prepared for the printer? A.—No.

Q.—Were you present when any alterations were made in it? A.—No.

Q.—Do you know who did superintend it? A.—No.

Q.—Do you know whether it was all printed? A.—That would depend, of course, upon my recollection.

Q.—That is the reason I ask you. A.—I should say from my recollection it was.

Q.—You signed the report of that committee, did you? A.—Yes.

Q.—Do you know whether it is correctly printed in the book entitled *The Great Brooklyn Romance?* A.—I know it is not correctly; it is, substantially; there are errors in it.

Q.—Do you mean simply verbal errors? A.—Well, I think you would be able to detect them; there are errors.

Q.—Do you know where the original is? A.—I know in whose hands it was the last time I saw it.

Q.—When did you see it last? A.—The report that the Committee read to the church?

Q.—In whose hands was it then? A.—Mr. Cleveland.

AN ERROR IN MR. BELCHER'S TESTIMONY.

Q.—Do you recollect the examination of Mr. Belcher before the committee? A.—Yes, Sir.

Q.—Who drew the report of the Investigating Committee? A.—Well, that is the work of several minds.

Q.—Well, that does not prevent you from answering the question? A.—I made the first draft.

Q.—Will you please look at the report, or that part of it commencing "Mr. Belcher testifies that being at," and so forth, and tell me who drew it, or that part of it? [Handing a book to the witness.] A.—I think I did.

Q.—Drew it thus in conformity with that evidence, did you? A.—I think there was a slight error crept in there; I had not Mr. Belcher's evidence at my elbow when I wrote that part of the report; I had other testimony, but not that; and I believe there was an error.

Q.—Do you remember any error? A.—Yes, Sir.

Q.—Is it a matter of positive recollection? A.—Yes, Sir.

Q.—Have you got Mr. Belcher's evidence now? A.—I have refreshed my memory by looking at it.

Q.—When did you look at it? A.—I looked at it a day or two after he testified here. I thought he had made an error, and I wanted to see who was right.

Q.—Where did you find it? A.—I think Mr. Hill handed it to me.

Q.—In what form was it? A.—Manuscript.

Q.—Written out by whom? A.—I don't know. It was written out.

Q.—Do you know it was correct? A.—Well, it struck me to be correct.

Q.—Was not your recollection as good when you drew that report as it was two or three days ago, when you looked at Mr. Belcher's testimony? A.—No. When this report was drawn quite a number of days had passed from Mr. Belcher's testimony.

Q.—I ask you whether your recollection of his testimony when you drew the report of the committee, only a short time after he testified, was better than it was a few days ago when you looked at Mr. Belcher's testimony? A.—I don't think my recollection of his testimony was as correct as to verbal matters when I wrote the report as it was after I had refreshed my recollection.

Q.—Did you look at the evidence as written out by the stenographer? A.—Of course, I cannot say of my knowledge who wrote that out; it was handed to me as a stenographic copy; I don't know; I have no doubt it was, however.

Q.—I want you to speak independently of what you saw on that paper. A.—It would be difficult to do it, because that has refreshed my memory somewhat.

Q.—And then you discovered that an error had crept into your report—the part which you drew, is it? A.—Yes, a slight error.

Q.—Had you any evidence before you besides Belcher's at the time you discovered this error? A.—Do you mean when the report was drawn?

Q.—No; when you saw this manuscript handed to you by Mr. Hill? A.—No.

Q.—Do you know where that evidence came from? A.—It came from Mr. Hill to me, that is all I know about it.

Q.—Did you take it for granted that that evidence was written out correctly? A.—I assumed that to be so—have no doubt it was so.

Q.—Do you say from your recollection that it was so? A.—Well, from my refreshed recollection I could say yes.

Q.—Well, your recollection before you read it? A.—I can only say this: that it occurred to me when I read Mr. Belcher's testimony taken here that he had made a mistake, and I was curious to see whether his memory or mine was at fault. I thought it over somewhat and came to the conclusion as to my own memory; then I read Mr. Belcher's—

Q.—Now, I ask you this question, irrespective of Mr. Belcher's testimony, which you have seen. What did Mr. Belcher testify to as to having seen the "true story?" A.—I don't think it would be fair for me to undertake to say that I could state that irrespectively, because I have refreshed my mind in connection with my general memory.

Q.—Have you any general recollection on that subject? A.—Oh, no.

Q.—Give us the best of your general recollection? A.—My recollection is that Mr. Belcher referred to the paper that Mr. Tilton read to him, or extracts from it, and that he stated that he called it before the committee a "document;" he called it a "statement," and in one instance he called it a "story;" the phrase "true story" he didn't use.

Q.—Is your recollection distinct upon this subject? A.—Oh, I have no doubt of it at all; yet I should not be as positive it I had not refreshed my recollection in the manner I have stated.

Q.—You thought at one time he used the term "true story?" A.—Yes; but I can easily see how that occurred.

Q.—Did the stenographer take notes of it? A.—I really can't say whether he did or not.

Mr. Beach—Please reflect, Mr. Winslow.

Witness—I can tell you all I know about it, and you can judge for yourself.

Mr. Beach—Well, we don't want that.

Q.—We are talking about the stenographer now, and not of Mr. Beecher. A.—Well, I want to tell you all I know about the case, and you can guess for yourself; I don't know.

Q.—Have you no recollection on the subject? A.—No, I have not.

Q.—Do you recollect that the stenographer was there or not? A.—I have no distinct recollection except that he was generally there; that is all.

Q.—Have you ever seen that statement since that night? A.—No.

Q.—Ever seen a copy of it since that night? A.—No.

Q.—Do you know whether the stenographer ever wrote out any notes that he took that night of that statement? A.—I don't know.

Q.—Never seen any? A.—No.

Q.—Mr. Winslow, do you know where the minutes of the committee now are? A.—I don't.

Q.—Who was Chairman of that committee? A.—Mr. Sage.

Q.—Who had charge of them during the sittings of the committee? A.—Well, I think the stenographer took them uniformly.

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Q.—Do you remember any error? A.—Yes, Sir.

Q.—Is it a matter of positive recollection? A.—

be say in substance, "You know what the original charge was?" A.—No.

Q.—Nothing to that effect? A.—Nothing to that effect; there was no reference to it.

Q.—But Tilton's reply was that it made no difference, was it? A.—It made no difference; he was bound by the promise; that was the portion he took.

Q.—Yes. Now, what else was said between them before they broke up? A.—Well, as I said before, that idea was repeated in various forms, but in substance the same; they did not agree at all; about then there was an altercation and then they went into the front parlor and the scene occurred which I have described.

Q.—And then did it end? A.—Mr. Tilton left.

Q.—Was the lie passed between them that day? A.—Nothing so vulgar as that.

Q.—Well, how much short of it did it fall? A.—"False" was used.

Q.—Who used the word "false"? A.—I think Mr. Tracy said with great vehemence, "Well, it's false."

Q.—What did he allege was false? A.—Mr. Tilton's assertion that the promise was binding, no matter what happened or what was said.

Q.—He said that was false? A.—Yes.

Q.—Did Mr. Tracy say he was not appearing against Mr. Tilton then? A.—No.

Q.—Nothing to that effect? A.—No.

Q.—Well, did he allege that he was appearing against him? A.—That was taken for granted; that was assumed.

Q.—Appearing against him by acting as counsel for the committee? A.—Mr. Tilton assumed that to be so, and Mr. Tracy made no point about it.

Q.—Not a word upon that subject? A.—No.

Q.—Was not that point discussed, as to whether in point of fact Mr. Tracy was appearing against Mr. Tilton by acting as counsel for the committee? A.—Mr. Tilton said he was appearing against him, and that was all that was said about it; that is, in that form; he says, "You have no right to appear here against me."

Q.—That was the charge? A.—Yes.

THE COUNSEL TO THE COMMITTEE.

Q.—Now, what other counsel appeared before the committee than Hill and Tracy? A.—No other.

Q.—No other party to be affected, or who could be affected, by the investigation was represented there by counsel? A.—There was no party represented in the strict sense; we passed the resolution at our first meeting, I think, employing Messrs. Tracy and Hill to assist the committee.

Q.—Well, what assistance were they to render? A.—Oh, they were very useful.

Mr. Fullerton—Well, I have no doubt about that, but I want to know in what line of business they were useful. A.—I judge of their work by what was done; I suppose they attended to getting witnesses, and in that way.

Q.—Well, they could get their witnesses without being present before the committee, I suppose? A.—They examined the witnesses, too.

Q.—Did they examine the witnesses? A.—Yes, Sir, in conjunction with the committee.

Q.—Paid for their services? A.—I don't know.

Q.—Has nothing been done in regard to that? A.—No, not that I know of.

Q.—Nothing said at the time of their employment about compensation? A.—I can tell you what our understanding was, but I really have no knowledge.

Q.—H'm? A.—I can tell you what our understanding was, but I have no knowledge.

Q.—Understanding with the gentlemen? A.—Yes.

Q.—What was the understanding with the gentlemen? A.—That their services were to be voluntary.

Q.—To be voluntary? A.—Yes.

Q.—They agreed to that, did they? A.—No distinct agreement that I know of, only an understanding.

Q.—This understanding that you speak of, do you mean that it was based upon anything that was said? A.—No; there was simply a resolution on the minutes to employ them; that is all the committee did about it.

Q.—To employ them without compensation? A.—There was not a word said about it.

Q.—Was there anything said or done from which you drew the conclusion that they were to work without compensation? A.—Well, I think I have heard the remark made to some one that—whether from Mr. Tracy or Mr. Hill, or somebody that heard them say it, I could not distinctly say now—

Q.—How? A.—I couldn't distinctly say now whether the remark came from them to me, or through third parties—that they had made up their minds to make no charge for their services.

Q.—Inasmuch as the committee did not expect to pay them? A.—How?

Q.—Inasmuch as the committee did not expect to pay them? A.—Well, we had nothing to pay them with.

Q.—No. And you do not know whether they had any compensation? A.—No, I have no knowledge.

BESSIE TURNER'S EVIDENCE.

Q.—Do you recollect that Bessie Turner was before the committee? A.—Yes.

Q.—I suppose her testimony was taken down by the stenographer also, was it not? A.—I presume so.

Q.—Do you recollect distinctly her testimony before the committee? A.—Well, I have a general recollection of it.

Q.—I want to ask you whether this question was put to her:

"Did he [referring to Tilton] at any time on this day say that she had made any confession to him in regard to Mr. Beecher?"

And did she give this answer in substance—

"He said she had confessed to him that she had been criminally intimate with Mr. Beecher. She was present when he said that,' [that is, Mrs. Tilton was,] and said, 'Oh, Theodore, how can you tell that child such base lies!' and then burst out crying"? A.—I think that was said.

Mr. Fullerton—Yes, Sir? That is all, Sir.

Mr. Tilton then whispered a suggestion to Mr. Fullerton.

THE WEST CHARGES.

Mr. Fullerton—Oh, one minute. Did you know anything about the West charges? A.—Nothing.

Q.—When did you first hear of them? A.—I think the first time I ever saw them or knew what they were was a statement of them in one of the statements of Mr. Moulton—of what purported to be the charges.

Q.—Is that the first you ever heard of them? A.—That's the first I ever heard of them, except that I did hear in a general way something about Mr. West in Plymouth Church, but I was not active in those matters, and would not be likely to know about them.

Q.—Well, was it not discussed before the committee at any time? A.—Never alluded to in any way that I ever knew.

Q.—Do you know what offices the other members of the committee held in Plymouth Church? A.—I think it would trouble me to tell. I am not a member of the church.

Q.—Then you do not know of your own knowledge? A.—No.

Q.—Was Mrs. Bradshaw before the committee? A.—She was not. We sent for her, but she declined to come.

Q.—Was Mrs. Moulton before the committee? A.—No. We could not get her husband, and we thought we would not send for her.

Q.—Oh! You did get her husband, didn't you? A.—Not to say anything.

Q.—Not to say anything? A.—He came and promised to say, but didn't say.

Mr. Tilton here whispered to Mr. Fullerton.

Q.—Was Mr. Bowen before the committee? A.—No.

Q.—You could not get him, could you? A.—I don't know.

Q.—Did you try? A.—I think not.

Mr. Fullerton—That is all.

RE-DIRECT EXAMINATION OF MR. WINSLOW.

Mr. Tracy—Mr. Winslow, in regard to the compensation of counsel before the committee, don't you know that they were compensated by a resolution of thanks from Plymouth Church for their gratuitous services before the committee? A.—Whether that compensated them or not I do not know. We gave the thanks.

Q.—For their gratuitous services? A.—That phrase may have been there; if it did it escaped my notice.

Q.—That is all the compensation you know of, if any? A.—I say I don't know that; I might have known it, but I have forgotten it.

Q.—Were not you present at the meeting? A.—I suppose I was, but I have forgotten about that.

Q.—This question of Bessie Turner—that you say Bessie Turner answered—the answer was made to the question read or asked her, was it, at the time? A.—That is my recollection.

Q.—It was not in the narrative? A.—No; it was a question and answer, and quite a leading question, I should judge.

Q.—There were a good many questions asked? A.—Yes.

Q.—By various members of the committee? A.—Yes.

Q.—And was there more or less confusion—a question of one member of the committee and then another and then another—following each other?

Mr. Fullerton—One moment. I object to that, Sir.

Mr. Tracy—What is the objection?

Mr. Fullerton—The objection is that the questions themselves will determine the fact.

Mr. Tracy—I ask whether they were put by different members of the committee, first one putting a question, then another, and then another? A.—That was so.

The Court—He can state how that was.

The Witness—Yes, that was so.

Mr. Tracy—You say Mr. Tilton brought letters there on the 23d, and they were examined? A.—Yes.

Q.—And it was agreed— A.—They were not examined.

Q.—Well, he read some of them? A.—He commenced reading some of them—what we might call affectionate letters.

Q.—You say it was agreed that you should have the privilege of examining the letters, and selecting those that were relative to the investigation? A.—That was the final agreement.

Q.—Did he ever furnish you those letters? A.—No.

Q.—Did he refuse afterward to furnish them? A.—He did.

Q.—On the evening of his sworn statement, Mr. Winslow, did he present any paper, any letters, accompanying that statement? A.—No.

Q.—At all? A.—No.

Q.—They were not presented. Did the committee ever see what is known as the "Griffith Gaunt" letter? A.—It did not; that was what I wanted to see, but failed to see, among other letters; I ought to add, perhaps, in justice, that Mr. Tilton gave a reason finally for not furnishing it which I thought to be a fair reason.

Q.—Well, they can ask that. Do you remember on the 23d, Mr. Winslow, presenting a letter to the committee which has since been published, dated Jan. 31, 1867—1868—Jan. 31, 1868, in which his wife speaks of her sin—as being "black with sin," or some phrase like that—do you remember a conversation that occurred about that letter? A.—I remember you thought—yes, I remember you [Mr. Tracy] thought it a very important letter.

Q.—Was Mr. Tilton asked for that letter on that day? A.—Yes.

Q.—Did he give it, or refuse to give it? A.—He did not give it.

Q.—Did he give it to the committee? A.—Not to my knowledge.

Q.—Was he asked what that reference of his wife—what sins his wife referred to in that letter? A.—Yes.

Q.—What answer did he make? A.—I don't think he made any explanation.

Q.—Do you remember whether or not his answer was: "I won't tell you?" A.—It was something like that; he declined to tell us.

THE WAY THE ERROR IN REFERRING TO MR. BELCHER'S TESTIMONY OCCURRED.

Q.—Now, you say, Mr. Winslow, that Mr. Belcher did not refer to the documents that he saw in Mr. Tilton's possession at the time of that interview before the committee as the "true story?" A.—Yes.

Q.—Can you tell or explain how it was that you fell in with the error of calling or referring to his testimony as referring to the true story? A.—Yes.

Q.—Well, will you? A.—The committee were constantly hearing of the true story—

Mr. Beach—Wait one moment. We object to that.

Mr. Tracy—We think they have opened the question. They have proved by this witness that an error occurred in the report. Now, we ask him how it occurred.

The Court—I think he can explain.

The Witness—It occurred in this way: The committee were constantly hearing—

Mr. Beach—I object to what the committee were constantly hearing.

The Court—No.

The Witness—Well, the committee in my hearing. We were hearing about this "true story," and Mr. Harmson had testified about the true story.

Mr. Tracy—Calling it such? A.—Yes, called it that, and the newspapers were talking about it more or less.

The Court—The term had become familiar with you, more or less?

The Witness—Yes, become familiar; and when that part of the report was written the testimony was not at hand, and therefore not referred to.

Mr. Tracy—That is the way the error of referring to Belcher as testifying about the true story occurred? A.—I think so.

Q.—You have been asked about the details of the evidence and the documents before the committee. What has become of them? A.—I ought to add further—what attracted my attention further was that I think he made—

Mr. Beach—Oh, yes.

The Court—We have that.

Mr. Tracy—I asked you, do you remember whether or not before the committee Mr. Belcher testified to Mr. Tilton's reading him the letter of his wife? A.—That he did so testify before the committee?

Q.—Before the committee? A.—Yes.

Q.—Testified to it there as he has testified to it here?

Mr. Beach—That is objected to.

The Court—Oh, no; that won't do.

Mr. Beach—The question is inadmissible of itself.

Q.—Now in regard to the documents and the evidence before the committee, I suppose you had nothing to do with that, Mr. Winslow? A.—No, Sir.

Q.—Your purpose, or the part you took in the investigation, was confined simply to what transpired in the room? A.—That is all.

Q. (continued)—In the presence of the committee, and printed in the report after? A.—Yes, Sir.

MR. BEECHER'S FIRST APPEARANCE BEFORE THE COMMITTEE.

Q.—You have referred to the statement made by Mr. Beecher before the committee upon his first appearance before the committee—did Mr. Beecher read from a report that night? A.—He read from a paper or—from notes; but whether there was a continued statement written on the paper I don't know.

Q.—You never had that statement in your hand? A.—No.

Q.—And you don't know how much of that statement read before the committee was verbal or written? A.—Well, I know it was both.

Q.—But you never saw the paper? A.—No.

Q.—Now, do you know what led to Mr. Beecher's appearance before the committee on that occasion, and the object of his coming there? A.—Yes, Sir.

Q.—What was it?

Mr. Beach—Objected to.

Mr. Tracy—I think it is important for this purpose, your Honor—

The Court—Well, don't you think the occasion which led him to appear there is plain enough?

Mr. Tracy—Yes; but they have shown that Mr. Beecher appeared there and made a statement, which statement has not been published. Now, I propose to show that it was never intended for publication; that it was not made for publication, but that it was made for the information of the committee and to guide them in their investigation.

The Court—Does not that fully appear from the fact that it was not published.

Mr. Tracy—Not necessarily; there is an inference, an insinuation made from the fact of its not being published.

The Court—I don't know that there was any insinuation; the simple question was whether Mr. Beecher appeared before the committee—he did so on two occasions—and whether he made his communication orally or in writing, and the answer was both. Now, I don't think you can go beyond that; there is no insinuation in it.

Mr. Tracy—What I want to show by this witness is this, your Honor, that after Mr. Tilton published his card in the *Argus*, saying that he should give a true statement or that he should give a statement of the facts, &c., for the committee—the committee were investigating without knowing Mr. Tilton had made any statement before the committee—he declined to make any statement before the committee—and the committee were investigating without knowing what the truth was in regard to Mr. Beecher's relation with Mr. Tilton's family, and they sent for Mr. Beecher and he came before them and made a brief statement concerning his relations with them, but it was not for publication and was not intended for publication, but simply to guide the committee in their investigation. That is the object for which I ask it.

The Court—I think that sufficiently appears.

Mr. Tracy—Very well.

Q.—Now, another word more, Mr. Winslow. Was it or was it not stated in the collision between Mr. Tilton and myself on that occasion that his statement to me at the time during that promise—

Mr. Beach—The gentleman will pardon me for interrupting him; I think it is a leading question, and I may say, Sir, it seems to me he should not embody a statement when a question is put to the witness.

THE NATURE OF [illegible] CHARGE.

Q.—Was there anything said as to the nature of Mr. Tilton's charge against Mr. Beecher at the time he obtained that promise from me? A.—Oh yes; that was the point of your argument.

Q.—Was it repeated more than once? A.—Oh yes; several times.

Q.—What was stated to be the nature of that charge?

Mr. Beach—That is a mere repetition, Sir, of the examination on the direct and cross-examination.

The Court—I think we will take the answer.

Witness—That charge was a charge of improper advances.

Q.—Was it or was it not stated that at that conversation anything more was charged? A.—You asserted that was the charge, and he did not deny it.

Mr. Tracy—That is all.

Cross-examined by Mr. Fullerton:

Q.—Was it not to that that Mr. Tilton replied that it was false? A.—I am not sure that Mr. Tilton did say anything about its being false, though he may have used that phrase; I am not sure about that.

Q.—Well, was it not to that allegation that he used the term false? A.—I don't now remember that Mr. Tilton used the word false; he may have done so.

Mr. Fullerton—I understood you to say so.

Witness—I said Mr. Tracy did use that word. Mr. Tilton told him that that promise was binding upon him, no matter what was done, and Mr. Tracy said, "It is false;" it was said with force.

MR. BELCHER DID NOT STYLE IT "THE TRUE STORY."

Q.—Now, when Mr. Belcher was on the stand, up to the time that he closed his testimony, was there any statement talked of beyond what was termed the true story? A.—Any statement anywhere?

Q.—Yes, before the committee? A.—Why it was referred to in conversations by the committee frequently.

Q.—Referred to as the true story? A.—That there was such a thing as the true story?

Q.—And sometimes it was called a statement, was it not? A.—I think the general phrase was a true story.

Q.—And sometimes it was called a statement, was it not? A.—I have no recollection so far.

Q.—Was there anything talked of before that committee as the statement or the story, except the "true story." A.—Mr. Belcher spoke of it as a document.

Q.—I am asking you a question which I want you to answer. A.—Yes, Mr. Belcher called it a document, a statement, and a story.

Mr. Beach—No, no. The point is this—whether there was anything designated before the committee as the story, except the "true story"—the "true story?"

Witness—I think Mr. Belcher called it the story.

Mr. Beach—Called what the story?

Witness—That paper Mr. Tilton read extracts from.

Mr. Beach—The question is whether anything was designated as the story except the "true story," with the exception of what Mr. Tilton stated?

Witness—No; I think not.

Mr. Beach—Yes.

Q.—And do you recollect with distinctness that he did not style it the "true story?" A.—I am sure of it.

Q.—Sure of it? A.—Yes; and, indeed, I may say I am certain of it.

Q.—Whatever else you may have forgotten you did not forget that? A.—Yes; there was a reason why I remember it particularly, but, of course, when this report was drawn up we had Mr. Harmon's testimony about the "true story" and all that.

Q.—Now, Mr. Winslow, you say there was a want of clearness in the questions put to Bessie Turner, as I understood you? A.—I did not say that.

Q.—That was implied? A.—The questions were put pretty fast; that is all I meant to convey.

Q.—How? A.—The questions were put very fast.

Q.—She got through one before another was put, didn't she? A.—Yes; in a fashion.

Q.—How? A.—Yes; in a fashion; her story to the committee was contused, and the committee were asking questions fast.

Mr. Beach—No, no.

Q.—Was there any confusion in the question and the answer I read to you that you recognized? A.—I have no recollection as to any confusion in it.

Q.—Do you recollect who put that question? A.—About the confusion?

Q.—Yes.

Mr. Beach—Let them look at the record.

Witness—I was thinking whether I did or not.

Mr. Fullerton—Look at the record and see. [Record handed witness.]

Witness—Very likely I did.

Q.—Where is it? A.—At the bottom of the left-hand page; I see I commenced over on this page, [right page of the book.]

Mr. Beach—At the bottom of that page Mr. Tracy commenced.

Witness—Yes, that seemed to have been inspired by Mr. Tracy.

Mr. Fullerton—Yes.

Mr. Tracy—My questions, if inspired, are clear.

Mr. Fullerton—His questions were clear, were they not, although his services were gratuitous? [Laughter.]

The Court and Mr. Fullerton simultaneously—That is all, Mr. Winslow.

TESTIMONY OF THOMAS J. TURNER.

Thomas James Turner was next sworn and examined by Mr. Shearman.

Mr. Shearman—I desire to apologize to the court for being obliged to break into the order of the evidence by producing this witness at this time.

He then examined the witness.

Q.—Mr. Turner, where do you reside? A.—Peekskill.

Q.—What is your occupation? A.—Well, I am a farmer, and a little of everything; I have charge of Mr. Beecher's place.

Q.—How long have you had charge of Mr. Beecher's place? A.—About fifteen years, Sir.

Q.—Do you recollect who were employed on the farm in the Summer of 1873? A.—Yes, Sir.

Q.—State the names of the persons employed there. A.—Well, I can't state; most of them are now there.

Q.—Well, the persons employed on the farm. A.—Well, my son was one.

Mr. Fullerton—Give us his name. A.—Joseph S. Turner; Nicholas Sullivan, Timothy Ryan, George Tilford, and John Hayes, I believe, Sir.

Q.—John whom? A.—John Hayes.

Q.—Hayes? A.—Yes, Sir; that is all I can recollect.

Mr. Shearman—By the courtesy of the counsel I will exchange the examination of this witness with Mr. Hill, who it was intended should examine him.

Mr. Evarts—Mr. Hill was engaged in the court on the other side.

Mr. Hill—Do you recollect a visit by Mr. Beecher to his farm in the early part of June, 1873? A.—Yes, Sir.

Q.—On Monday? A.—On Monday, June 2.

Q.—Are you certain of that date? A.—Yes, Sir.

The Court—Mr. Hill, the reporters request that your witness speak louder.

The Witness—Yes, Sir.

Q.—Have you examined the memoranda with a view to refresh your recollection particularly with reference to that date? A.—I have.

Q.—So that you are certain of it? A.—Yes, Sir.

Q.—Do you recollect when Mr. Beecher arrived? A.—In Peekskill?

Q.—Yes. A.—On June 2?

Q.—Yes. A.—I think it was on the 3:48 train—arrives in Peekskill at that time.

Q.—It arrives in Peekskill? A.—Yes, Sir.

Q.—What time does the train leave New-York? A.—Two o'clock.

Q.—From the depot? A.—Forty-second street—Hudson River Railroad.

Q.—Who came with him upon that occasion? A.—Mrs. Beecher.

Q.—Do you recollect how long they remained at the farm that day? A.—Yes, Sir; they remained the remaining part of that day and part of the next day, June 3.

Q.—How late in the next day, June 3? A.—I am not certain whether they came back on the 2:15 train or the 4:20 train; either the one or the other.

Q.—You are certain it was one or the other? A.—One or the other, yes.

Mr. Fullerton—Came back where?

Mr. Hill—Came back to New-York.

The Court—On the 3d.

Q.—Are you certain that they were there at dinner on Tuesday, the 3d? A.—I am, Sir.

Q.—Do you know whether they were there at any meal on the 2d? A.—On the 2d I presume they were there to tea; I had got orders from Mrs. Beecher—

Mr. Fullerton—No, one moment, just one moment.

Q.—Do you remember that, or is it only a presumption? A.—Well, I cannot say I saw them eating, because I was not there perhaps when they were eating.

The Court—Well, they were there at teatime? A.—Yes, Sir.

Q.—Do you remember making provision for their meal? A.—I did, Sir.

Q.—Do you recollect of sending for Mr. Beecher to the train which you have mentioned on the 2d? A.—I do, Sir.

Q.—Had you been advised in any way that he was to come on that train? A.—Yes, I received a telegram on June 2.

Q.—Do you remember whether you paid the expense of bringing that telegram from Peekskill Village to the farm? A.—Yes, Sir.

Q.—You paid it yourself? A.—Paid fifty cents, yes.

Q.—I will ask you this—when did Mr. Beecher return to the farm again after he left on the 3d of June? A.—On the 16th of June, on Monday.

Q.—Were you at the farm all the intervening time between the 3d, the time he left, and his return on the 16th? A.—I was.

Q.—That is about in the discharge of your ordinary duties? A.—Yes, I was there all the time.

CROSS-EXAMINED BY MR. FULLERTON.

The witness was then cross-examined by Mr. Fullerton as follows:

Q.—Were you in the habit of visiting New-York frequently at that time? A.—No, Sir; I had not been to New-York at all that season, I believe; well, it was very early in the year I was down with my wife to a doctor's in New-York—very early.

Q.—How early? A.—In January, perhaps; I do not think it was after that; perhaps I might have been; I cannot say that I was.

Q.—Well, how do you know what time the trains left New-York on the 2d June? A.—On the 2d June?

Q.—Yes, Sir? A.—From the reason of this telegram I received; I should not have information particular about the hour only I got a telegram from Mr. Beecher.

Q.—Where is that telegram? A.—The copy of the telegram is at Peekskill.

Q.—Where is the one you received? A.—I have not got it; I got a copy.

Q.—How much was that freight? A.—$4 50.

Q.—Have you consulted that memorandum as well as the others? A.—Yes, Sir; it is in my book.

Q.—What boat was the horse sent up on? A.—On the steamer Christenah.

Q.—Steamer Christenah? A.—Yes, Sir.

Q.—Now, who went down to the depot to get Mr. Beecher on the 2d of June?

Mr. Fullerton—That I object to. The ground has been gone over once.

Judge Neilson—You asked him if he went.

Mr. Fullerton—How, Sir?

Judge Neilson—I don't think it appears who went down. You asked him if he went down, and he says no. I think we will take it

Mr. Hill—Who did go for Mr. Beecher? A.—My son.

Q.—What is his name? A.—Joseph S. Turner.

Q.—Let me ask you if you recollect—before proceeding to that, I think, Mr. Turner, your wife died about that time? A.—Yes, Sir.

Q.—When was that? A.—She died on May 22.

Q.—And when was the funeral? A.—May the 24th.

Q.—May 24. Do you recollect Mr. Beecher's coming up there? A.—I do, Sir.

Q.—To that funeral—on what day was that? A.—Saturday, May the 24th.

Q.—Do you recollect his being up again before the 2d of June? A.—Yes, Sir.

Q.—When was that? A.—Monday, May 26.

Q.—The 26th. Was he up again until the 2d of June? A.—No, Sir.

Q.—Do you recollect, Mr. Turner, when he was up on the 2d of June, his giving you any directions about the strawberry-beds? A.—I do, Sir.

Q.—Any special directions in reference to them? A.—Yes, Sir; he told me—

Mr. Fullerton (interrupting)—No, no; we object to the strawberries.

Mr. Hill—Now, Mr. Turner, do you recollect another circumstance to which I will call your attention, when your son Joseph first began to work for wages? A.—Yes, Sir.

Q.—That was when?

Mr. Fullerton—I object to this opening new topics. My friends have attempted to open the further point bearing upon the memory of the witness.

Mr. Hill—Our friends have undertaken to contradict a matter the witness says he is perfectly certain of.

Mr. Fullerton—What is that?

Mr. Hill—The date.

Judge Neilson—The question before us seems to be one merely of date.

Mr. Hill—I know, but at the same time one that will bear considerable investigation. My friends have attempted to show that there was reason to question it, and have attempted to confuse the recollection of the witness.

Judge Neilson—I do not think they have tried to confuse the witness' recollection; still we will take it.

Mr. Hill—Well, if I have said an attempted confusion of the witness, that was, perhaps, a misstatement, but they evidently attempted to show that there was a probable confusion of dates.

Q.—Now, Sir, when did Joseph begin work for wages? A.—June the 1st.

Q.—June the 1st; that was Sunday? A.—Yes, Sir; that was Sunday.

Q.—Can you recollect whether or not this going down to the depot, and the work done that day, was the first work Joseph had done for wages? A.—Yes, Sir.

Q.—That was soon after his mother's death and the funeral? A.—Yes, Sir.

Q.—You were asked about the manner in which you kept your memorandum of expenses? A.—Yes, Sir.

Q.—You stated that you kept a book and sometimes upon loose sheets of paper? A.—Yes, Sir; my little memorandums through the week.

Q.—Through the week. And after that what is done with the paper on which the memorandum is kept during the week? A.—I enter that upon the book.

Q.—Under what date? A.—Always Saturday; whatever date that falls upon.

Q.—So all your items in your book are entered upon the date of Saturdays? A.—Yes, Sir.

Q.—Now, is this charge for telegram entered upon Saturday? A.—Yes, Sir.

Q.—Do you remember whether you received any other telegram that week at all? A.—No, Sir, I did not.

RE-CROSS EXAMINATION.

Mr. Fullerton—Where did Joseph live before he commenced working for wages? A.—Well, Sir, he lived with me; he was home for a year and a half past at the time of his mother's death.

Q.—Did he work without wages before that? A.—He did not work much.

Q.—Nothing at all? A.—He would do what I wanted him around the place, but he was not under wages.

Q.—Would he go down to the depot? A.—Yes, Sir, he would go down to the depot before he went on wages.

Q.—Where did he live after he went to work for wages? A.—He lived in Mr. Beecher's house; that is, he boarded home.

Q.—And before that he lived in the same place? A.—He lived in the same place; yes, Sir.

Q.—How are you enabled to state that he went down to the depot on the 2d after Mr. Beecher, and that it was the first service he had performed for wages? A.—Because it was the first time the horse was taken out of the stable after he arrived; Joseph drove him.

Q.—That was the first time the horse was taken out? A.—Yes, Sir.

Q.—You remember that, do you? A.—Yes, Sir.

Q.—And the horse arrived when? A.—June—May 29.

Q.—May 29? A.—Yes, Sir; on Thursday.

Mr. Fullerton—That is all.

Judge Neilson—That is all, Mr. Turner. [To the jury]—Will the gentlemen prepare to retire. Gentlemen [audience] keep their seats.

The jury then retired, and a recess was ordered until 2 o'clock.

AFTER RECESS.

The jury were called at 2:10, and Mr. Shearman called Joseph S. Turner, who came forward and was sworn.

TESTIMONY OF JOSEPH S. TURNER.

Mr. Shearman—Mr. Turner, where do you reside? A.—Peekskill.

Q.—How long have you resided there? A.—Fifteen years.

Q.—Are you the son of Mr. Turner, who testified last? A.—Yes, Sir, I am.

Q.—Speak a little louder please, so that the jury can hear you. How are you employed, Mr. Turner, at present? A.—At present? I am not doing anything at present. I am only living with my father.

Q.—How were you employed in June, 1873? A.—I was doing the horses at the time.

Q.—A little louder, please, I can't hear you? A.—I was attending to the horses and running errands.

Q.—Where? A.—To the village, running errands.

Q.—In whose employment? A.—Mr. Beecher's.

Q.—When did you commence to work on wages for Mr. Beecher? A.—On June 1, 1873.

Q.—June 1, 1773? A.—Yes, Sir.

Q.—Do you remember going down for Mr. Beecher on June 2, 1873? A.—Yes, Sir; I do.

Q.—What day of the week was that? A.—On Monday.

Q.—What time in the day did you go down? A.—In the afternoon.

Q.—Do you recollect about what time in the afternoon? A.—I went down for the 2 o'clock train, that leaves New-York and arrives in Peekskill 3:48.

Q.—Went down to meet that train? A.—A.—Yes, Sir, I did.

Q.—What horse did you take down? A.—Took down Bay Billy. I went with him up on the 29th of May.

Q.—The same horse that came up on the Thursday preceding? A.—Yes, Sir.

Q.—You only took down one horse? A.—That is all.

Q.—Well, Sir, did you meet that train? A.—I did, yes, Sir.

Q.—Was that the first time the horse had been driven out? A.—That was the first time.

Q.—Did you meet Mr. Beecher? A.—I did, yes, Sir.

Q.—Did you meet Mrs. Beecher? Yes, Sir.

Q.—Where? A.—At the depot.

Q.—The depot at Peekskill? A.—Yes, Sir.

Q.—Did you drive them up to their house? A.—I did; yes.

Q.—About how long did it take you to drive them up? A.—I should think about half an hour.

A.—What kind of road is it; a level road or steep road? A.—Rather steep.

Q.—Rather slow work for one horse, isn't it? A.—Yes, Sir.

Q.—You generally have two horses? A.—Oh, sometimes one and sometimes two. I only had one horse at that time.

Q.—When Mr. Beecher is up there permanently you generally have two horses to drive? A.—Yes, Sir.

Q.—Now, do you remember when Mr. Beecher left Peekskill? A.—He left on the 3d of June—the next day.

Q.—Tuesday? A.—Yes, Sir.

Q.—What time was that? What time of the day? A.—In the afternoon; I think after dinner.

Q.—What time did you have dinner—did he have dinner? A.—We generally have it about 12:30 or 1 o'clock as a general thing.

Q.—Did you drive him down? A.—I did; yes, Sir.

Q.—How soon after dinner did you drive him down? A.—It must have been either for the 2:15 train or the 4:20; I can't say which.

Q.—Do you know whether Mr. Beecher and Mrs. Beecher spent the night at Peekskill between Monday and Tuesday? A.—Yes, Sir; they did.

Q.—Do you recollect when Mr. Beecher had been up there last previously to this visit? A.—On Monday, the 26th.

Q.—Do you recollect the day when your mother died? A.—Yes, Sir; on the 22d of May, 1873.

Q.—Do you recollect Mr. Beecher's attending the funeral? A.—Yes, Sir.

Q.—When was that? A.—On the 24th.

Q.—Saturday? A.—Saturday.

Q.—And he returned to New-York on that same Saturday night? A.—The 24th of May—yes, Sir, he did; he went down on the 2:15 train on that day.

Q.—Then came up again on the following Monday, the 26th? A.—Yes, Sir.

Q.—Went down again? A.—Went down again in the afternoon.

Q.—Then when did you next see either Mr. or Mrs. Beecher after that Monday, the 26th? A.—Not until June 2.

Q.—But Mrs. Beecher—didn't you see her before June 2? A.—On the 29th, yes, Sir.

Q.—And Thursday? A.—Yes, Sir.

Q.—She came up without Mr. Beecher on that day? A.—She came up with the girls—yes, Sir.

Q.—And left the two girls in the house? A.—Left the two girls in the house.

Q.—Then didn't she go down the next day, Friday? A.—That I cannot say.

Q.—Ah; that you don't know. But you didn't see Mr. Beecher until Monday? A.—No, Sir. I did not.

Q.—How long was it after Mr. Beecher left on Tuesday, June 3, before you saw him again? A.—I did not see him back till after the 16th.

Q.—The 16th of June? A.—Yes, Sir.

Mr. Shearman—That is all.

CROSS-EXAMINATION.

Mr. Fullerton—Have you any memoranda to guide your recollection of these events? A.—No, Sir, I did not.

Mr. Beach then consulted with Mr. Fullerton.

Mr. Fullerton—Mr. Turner? A.—I did not; no, Sir.

Q.—Have none? A.—None; no, Sir; did not keep any.

Q.—It is a mere matter of recollection? A.—That is all, Sir.

Mr. Shearman—A little louder.

Mr. Fullerton—A little louder, so that the jury can hear you.

Q.—How are you enabled to say that it was the 2d of June? A.—Well, as it being the first working day that I ever worked under wages, and it was the first time that the bay horse Billy was ever taken out of the stable after he came up; then I drove him down for Mr. and Mrs. Beecher on that day.

Q.—How does that assist you in determining the day? A.—On the 1st was Sunday, and that was not a working day, and I know it by the first time the horse went out, and I drove.

Q.—Well, the horse might have gone out on the first day of any other week? A.—He might—

Q.—Might he not? A.—Certainly.

Q.—How do you know it was not a week later in June? A.—Because I know it.

Q.—Well, how? A.—It being the first working day that I worked, and the first day the horse went out after he was brought up.

Q.—But you did work there before you worked for wages, didn't you? A.—No, sir, not to say worked; I used to run of errands down town occasionally.

Q.—That is pretty hard work, isn't it, sometimes? A.—Not very hard; no, Sir.

Q.—What time did you go down to the depot for Mr. Beecher? A.—I went down to the 3:48 train, the 2 o'clock train from New-York.

Q.—How do you remember that, because you drove Billy? A.—Yes, Sir; and because my father told me to go; I always did as my father told me.

Q.—How do you know it was not the 4 o'clock train—that left New-York at 4 o'clock? A.—On account of the telegram.

Q.—Did you see the telegram? A.—I did at that time; yes, Sir.

Q.—You have a distinct recollection of its contents? A.—Yes, Sir.

Q.—When did Mrs. Beecher arrive there? A.—On June the 2d, do you mean?

Q.—Did she come June 2? A.—She came up with Mr. Beecher on June 2; yes, Sir.

Q.—Had she been there before that? A.—She was there on the 29th of May.

Q.—When did she leave after coming the 29th of May? A.—That I could not say; she might have left the next day; I couldn't say.

Mr. Fullerton—That is all.

The Court—That is all, Mr. Turner.

Mr. Beach—Well, just ask him what time they left on Tuesday.

Mr. Fullerton—What time did they leave on Tuesday, the 3d? A.—In the afternoon.

Q.—What time? A.—It might have been the 2:15 train.

Q.—Not what might have been. Do you know? A.—No, Sir, I don't.

Q.—Can't you recollect that? A.—I don't recollect which train it was; it was in the afternoon.

Q.—Did you drive Billy? A.—I drove Billy yes, Sir.

Q.—That was the second time you drove Billy, wasn't it? Why does not the second time refresh your recollection as well as the first time as to the hour of the day? A.—No, Sir, I didn't drive Billy that time.

Q.—Oh! you didn't? A.—No, Sir; I drove "Lem" that time—I think I drove Lem.

Q.—Then you had two horses? A.—I never drove the gray horse much.

Q.—Was that the first time you drove Lem? A.—No, Sir, not the first time.

Q.—It was the first time that you drove after you worked for hire? A.—No, Sir, not the first time I drove Lem.

Q.—After you were employed for wages was it not the first time? A.—No, Sir.

Q.—When did you drive him before? A.—I drove him very often to the village.

Q.—Well, did you drive Lem on Monday? A.—On Monday, June 2?

Q.—Yes? A.—No, Sir, I did not; I drove Billy.

Q.—Then it was the first time you drove that other horse, was it not, after you commenced working for wages? A.—Yes, Sir.

Q.—Then I ask you why that first time when you drove Lem does not enable you to fix the time when you went down on the 3d? The first time you drove Billy enables you to fix the time on the 2d. A.—Because Billy was counted as a carriage horse and Lem was counted as a farm horse; that was the difference.

Q.—That was the difference? A.—Yes, Sir.

Q.—Was that the only difference? A.—The only difference that I can give; yes, Sir.

Q.—Because he was a carriage horse? A.—Counted as a carriage horse; he is the only carriage horse that Mr. Beecher brought up that year.

Q.—Did you take Mr. and Mrs. Beecher down on the 3d? A.—Yes, Sir.

Q.—To the depot? A.—Yes, Sir.

Q.—You can't tell the time of day? A.—Can't tell the time of day; it was in the afternoon some time—

Mr. Shearman—It was one of those two trains—2:15 or 4:20—that Mr. Beecher went down on? A.—Yes, Sir.

Q.—You cannot tell which one? A.—No, Sir.

Mr. Fullerton—Did you meet that train on June 2 that you went to meet? A.—Yes, Sir.

Q.—How long did you wait there for him? A.—I suppose maybe I waited ten minutes, or fifteen minutes, I could not say which.

Mr. Hill—Mr. Rocheford, will you take the stand?

Mr. Rocheford then came forward, and, after being sworn, testified as follows:

TESTIMONY OF THOMAS ROCHEFORD

Mr. Hill—What is your age? A.—Twenty-five years.

Q.—What is your business? A.—Receiver Western Union Telegraph office.

Q.—How long have you been such receiver? A.—About five years.

Q.—In this city? A.—No, Sir.

Q.—Were you in this city as receiver in any office of the Western Union Telegraph Company on the 2d of June, 1873? A.—Yes, Sir.

Q.—Do you recollect receiving on that day a message from Henry Ward Beecher? A.—Yes Sir.

Q.—Just look at that paper and say if that is the message which you so received. [Several papers were then handed to the witness, pinned together.] A.—Those are the papers.

Q.—See if this is the register? [Book shown witness.] A.—Yes, that is the book of that day, June 2, 1873.

Q.—State to his Honor and the jury the ordinary course of business with reference to the receipt of a message, and the entry of it in that book, or in the Registry, when you received a message. Do you immediately enter it in the book? A.—Yes, Sir, in two or three minutes, perhaps.

Q.—You kept either that book or one like it open every day, lying before you as you received a message? A.—Yes, every day.

Q.—Is that the book which was lying before you on the 2d of June, 1873? A.—Yes, that is the book.

Q.—Is that message which you have in your hand entered in that book? A.—Yes,

THE VIRGINIUS CASE.

CORRESPONDENCE RELATING TO THE INDEMNITY.

PROTOCOLS AND OTHER DOCUMENTS WHICH PASSED BETWEEN SPAIN AND THE UNITED STATES—PERSISTENT ATTEMPT BY THE SPANISH GOVERNMENT TO ASSERT COUNTER CLAIMS AND DELAY SETTLEMENT—SUMMARY ACTION OF THE BRITISH GOVERNMENT IN ENFORCING ITS DEMANDS—A SETTLEMENT FINALLY AGREED UPON—$80,000 TO BE PAID TO OUR GOVERNMENT—$30,000 IN TWO MONTHS, $30,000 IN FOUR, AND $20,000 IN SIX MONTHS FROM THE DATE OF SIGNING.

The correspondence relative to the claim of the United States for indemnity from Spain for the Virginius massacres, which has just been printed in compliance with a resolution of the Senate, comprises a history of the proceedings from the end of November, 1873.

The Virginius was captured on the 31st of October in that year, and the first document that is now presented to the public from the Department of State is a protocol of the conference held on the 29th of November following, between Mr. Fish and the Spanish Minister at Washington. It sets forth the agreement by which Spain was to restore the Virginius and to salute the United States flag, other reciprocal reclamations being left for consideration and arrangement, or, failing that, a settlement by arbitration. The provision by which the salute was, under certain conditions, to be dispensed with, is named, and in a subsequent paper of date Dec. 8, the details of the proposed surrender, &c., are enumerated.

On Dec. 11 Mr. Fish submitted to Attorney General Williams the question upon the solution of which depended the exchange of salutes at Santiago de Cuba. Documentary evidence had been received from the Spanish Minister tending to show that the Virginius was not entitled to carry the flag of the United States, and upon that the Attorney General's opinion was required. It was given in a letter dated Dec. 17, wherein Mr. Williams says:

"Section 1 of the act of Dec. 31, 1792, provides that ships or vessels registered pursuant to such act, 'and no other, (except such as shall be duly qualified according to law for carrying on the coasting trade and fisheries, or one of them,) shall be deemed and deemed ships or vessels of the United States, entitled to the benefits and privileges appertaining to such ships.' Section 4 of the same act provides for an oath, by which, among other things, to obtain the registry of a vessel, the owner is required to swear 'that there is no subject or citizen of any foreign Prince or State directly or indirectly, by way of trust, confidence, or otherwise, interested in such ship or vessel, or in the profits or issues thereof.'

Obviously, therefore, no vessel in which a foreigner is directly or indirectly interested is entitled to a United States registry, and if one is obtained by a false oath as to that point, and the fact is that the vessel is owned, or partly owned, by foreigners, she cannot be deemed a vessel of the United States, or entitled to the benefits or privileges appertaining to such vessels."

After carefully reviewing the evidence, and noting that nothing had been submitted to weaken its force, he adds:

"Assuming the question to be what appears to conform to the intent of the protocol, whether or not the Virginius at the time of her capture had a right, as against the United States, to carry the American flag, I am of the opinion that she had no such right, because she had not been registered according to law; but I am also of the opinion that she was as much exempt from interference on the high seas by another power on that ground as though she had been lawfully registered. Spain may defend her territory and people from the hostile attack of what is or appears to be an American vessel; but she has no jurisdiction whatever over the question as to whether or not such vessel is on the high seas in violation of any law of the United States. Spain cannot rightfully raise that question as to the Virginius, but the United States may, and, as I understand the protocol, they have agreed to do it; and, governed by that agreement, and without admitting that Spain would otherwise have any interest in the question, I decide that the Virginius at the time of her capture was without right and improperly carrying the American flag."

In accordance with the agreement made on Dec. 29, and in consequence of this decision, the salute to the American flag was waived, and instructions were sent to the United States Attorney at New-York to prepare to libel the Virginius on her arrival there. This was on Dec. 23. Previously to it and as early as Dec. 14, instructions were sent by Rear Admiral Scott, under directions from the State Department, to Capt. Whiting, at Key West, relative to the surrender and reception of the Virginius, and on the 30th of the same month Lieut. Commander Woodrow, to whom had been intrusted the command of the vessel, dated his report to the Secretary of the Navy, in which he states the condition of the ship and the circumstances attending her loss off Cape Fear.

A Naval Court of Inquiry was immediately ordered, and on the 16th of January that court dated its report on the various points suggested in a precept from the State Department, as to the cause of the sinking of the ship, in which the officers in charge were exonerated from all blame. The report was not communicated to the Spanish Minister till the 28th of March.

Meanwhile a correspondence of considerable importance between the Secretary of State and the Spanish Minister had been going on. On the 30th of December, Admiral Polo, acting under instructions received from his Government at Madrid, addressed a communication to Mr. Fish, asking for a consideration on his part of the damages and injuries caused to Spain by the acts of the Virginius. This was based upon partly the same kind of testimony as had been submitted as to the right the vessel had had to carry the United States flag. Admiral Polo dwelt upon the irregularity of the ship's papers, her registry, her mission, and her departure from this country. He also refers to the assistance she had received from United States Consuls at foreign ports, and having cited the case of the Trent, and the arbitration at Geneva, expresses his confidence that:

"The Government of the United States acting in obedience to the sentiments of justice and equity which it so ably invoked in its own case, will not hesitate to signify to Spain its willingness to attend to such reclamations as she may have to present for injuries done, with proof that such injuries have been done by the acts of the Virginius."

Mr. Fish's reply to this was sent on the 9th of January. In it the Secretary pointed out that when the Virginius sailed no objection to the validity of her papers was made from any quarter, nor was any suspicion aroused as to her character. All the evidence adduced has been obtained since the capture of the vessel. That apart from that the falsification of the ship's papers was a municipal, not an international, offense. It was therefore denied that there was any responsibility due from the United States to Spain; and, with regard to the allusions mentioned in Admiral Polo's communication, Mr. Fish thus concludes:

"The undersigned is unable to discern any relation between the present question and that of the Trent. It never having been pretended by the United States that the Trent was a case of unlawful equipment in a neutral port, or that her character or her voyage imparted to the United States any cause or reclamation for damages as against Great Britain, and it being admitted by Great Britain that a state of war existed when the act complained of was done.

In conclusion, the undersigned cannot concur with his Excellency the Envoy from Spain in perceiving any analogy whatever between the case of the Virginius and that of the Alabama or other vessels fitted out in the ports of Great Britain during the late civil war in the United States, and which became the subject of arbitral adjudication at Geneva under the Treaty of Washington. If there had been a state of war, and the Virginius had been armed, equipped, and manned in the port of New-York as a regular ship-of-war; if she had then cruised as such on the high seas, and had captured and destroyed Spanish merchantmen, then, but not otherwise, Spain might have appealed to the proceedings before the tribunal of arbitration at Geneva as an argument against the United States on the present occasion, exhibiting the question, in behalf of individual Spanish subjects, of redress for injuries suffered by them in consequence of supposed want of due diligence on the part of this Government in not preventing the departure of such ship-of-war from the ports of the United States. But there is no pretension that such is the present case. Spain, in advancing the present reclamation, does not admit that there is a state of war, and does not pretend to represent injuries of subjects of hers, preyed upon by the Virginius as a cruiser, but damages and injuries of Spain as a nation or Government, by reason of the assumed relation of the acts of the Virginius to the existing insurrection in Cuba. And it is that very class of claims which, presented by the United States against Great Britain, mainly in the purpose of obtaining a determination of the question, was disposed of by the arbitrators in their unanimous formal declaration that claims of this nature 'do not constitute, upon the principles of international law applicable to such cases, good foundation for an award of compensation or computation of damages between nations.' In appealing to the acts of that tribunal as authority Spain must be considered as accepting such authority, which is conclusive as argument in opposition to the present reclamation on the part of Spain."

On the 2d of February Admiral Polo replied to this in a long dispatch which fills nearly twenty printed pages. He points out that the fact that the ship's papers were irregular indicates a dereliction of duty on the part of the officials at New-York, and that the Legation had eight months before invited the attention of this Government to evidence obtained by the Spanish agents as to the illegality of the ship's registry, which Attorney General Bristow had in fact admitted. He alludes, also, to the protest pronounced by an officer of the Spanish Navy at Colon to Commander Reed, of the Kansas, as to the piratical nature of the Virginius, and thus continues:

"Spain complains that the United States have not prevented the organization, the departure, and the active prosecution of the different hostile enterprises against Cuba in which the Virginius was an agent. The United States answer that they took efficacious measures toward preventing her departure from New-York, and to this Spain replies by pointing to the fraudulent documents issued by the Collector of Customs at that port, and insists that those show the very reverse of having taken efficacious measures of prevention, and the undersigned is not aware of any principle of International Law which should prevent Spain from referring to those spurious documents. * * * The undersigned can do no less than maintain that the granting of a false register and a false certificate of register to the Virginius shows that this Government did not attend with due efficacy to preventing the departure of the expedition, which constituted a hostile act against the sovereignty of a country with which the United States were at peace."

Referring to those acts which constitute an infraction of the local laws, and in which it is claimed that, being directed against Spain, the United States were participators unless they could exonerate themselves from such participation, Admiral Polo quotes a ruling in the United States Supreme Court, under which he held that this Government should also have adopted means necessary to prevent the opening of subscriptions for the purpose of collecting funds, provisions, munitions of war, means of transport, and the purchase of bonds by the Cuban Club of New-York for the purpose of promoting and aiding the insurrection in Cuba. He goes on to state that the quotation made by Mr. Fish from the proceedings at Geneva was irrelevant. A parallel case would have been afforded if the "Fenian claims" put forward by Great Britain against the United States had been submitted at Geneva and so decided against. But that did not exist. He then enumerates examples of the aid afforded to the Cuban rebels by United States citizens in various ways, and enumerates various expeditions in illustration of his views, quoting as one instance in defense of them a definition given by Mr. Cushing at Geneva as to the immorality and legal conscription of "all commercial contracts, including the raising of money by loan, the building or fitting of vessels, the sale of arms or munitions or other supplies in aid of insurrection or domestic rebellion in a foreign State." Various other quotations are given from the American side of the Geneva case in support of the Spanish demand for reclamation, and he proceeds to mark the illegality, according to international law, of permitting Cubans to take refuge in the United States for the purpose of using the territory to establish and maintain an administrative centre, such as the Cuban Junta at New-York—

"through whose instrumentality hostile expeditions have been, and still continue to be, sent against the possessions of Spain; and it must be observed that the permission of tolerance granted to the Cuban refugees, in the use which they have made and still make of the territory of the United States, is not only a want of friendship and neutrality, but that it might even be characterized as a really hostile act."

In support of this he adds:

"It is an established maxim of British jurisprudence that by the common law of England the law of nations is recognized as forming a part of that jurisprudence, and numerous cases are on record in that country in which the principle has been established that a libelous article, written against a foreign sovereign or government, subjects its author to the penalty provided for libel."

And he then cites a ruling of Lord Ellenborough in the case of Pelties, charged with slander against the First Consul during the peace of Amiens, also speeches and decisions of Lords Palmerston, Brougham, Truro, and Cranworth, and finally repeats the hope that the United States Government in view of those facts—

"and of all the circumstances which he has frankly and fully stated in the interest of the long-continued friendship and good understanding between Spain and the United States, will recognize the right of Spain and her subjects to ask reparation for the injury which has been caused in the past by the acts of the Virginius, and security and guarantees for the future, that the agents of the Cuban insurrection will not be permitted to use the territory of this nation as they have done during the last four years, for the organization and fitting out of hostile expeditions against Spain."

The answer to this long dispatch was sent on the 18th of April. In it Mr. Fish enumerates "harsh expressions" and "unwarranted criticisms," as well as "misapprehensions of historical facts" and many "errors of omission;" and he then proceeds to answer in detail the several points urged by Admiral Polo, and to explain the position taken at various times by the United States Government in regard to the Cuban insurrection. His note occupies thirty-four pages, and is a dignified and powerful protest against the whole policy of Spain, including her government of Cuba, as well as his present demands. We quote the concluding paragraphs:

"For five years the policy of repression, of confiscation, of summary execution of political prisoners, of refusal of reforms, of denial of self-government, of maintenance of slavery, in short, the policy of violence and force, has held sway in Cuba. It is understood that the insurrection calls to-day for as many troops to keep it in restraint as were necessary in 1869. During these five years this Government has watched events in Cuba, perhaps not always patiently, but certainly always impartially. It has seen vessels under its flag intercepted on the high seas and carried into Spanish ports. It has seen the property of its citizens embargoed and their revenues sequestrated, and when it has complained it has been met by promises of restoration; but the official assurances of Spain in that respect have in most cases not been complied with. It has seen its citizens condemned to death under the form of military law, and executed in violation of the treaty obligations of Spain. It has seen other citizens of the United States mobbed in the streets of Havana for no other reason than that they were citizens of the United States, or the accidental circumstance of the color of the dress. It has stretched its powers and interfered with the liberties of its citizens in order to fulfill all its duties as a sovereign nation toward the power which in Cuba was tolerating the evil influences of reaction, and of slavery, and of 'the deplorable and pertinacious tradition of despotism' referred to by the Minister of Transmarine Affairs, all of which made the things complained of possible. It has refrained from the assertion of its rights, under the hope, derived from the constant assurances of the Government of Spain, that liberty and self-government would be accorded to Cuba, that African slavery would be driven out from its last resting-place in Christendom, and that the instruments of the Casino Español would be restrained in their violence, and made to obey law, and to respect the treaty obligations of Spain. But while so doing it expected, and still confidently expects, the time not to be far distant when Spain will make reparation for the wrongs which have thus been inflicted upon their citizens. The undersigned has seen with much satisfaction in the several efforts of the Cabinet of Madrid, in opposition to the wishes and policy of the slaveholders of Cuba, proof of a desire of the Spanish Government to correct the abuses of which this Government complains. Later signs, however, give cause to fear that the hand which holds human beings in bondage still is powerful. The undersigned, in conclusion, renews the expression of the expectation of this Government that the oft-repeated assurances of the Cabinet of Madrid with respect to Cuba may be carried into effect."

No further correspondence between Mr. Fish and the Spanish Envoy is given. The next paper printed is dated Feb. 10, 1874, and is a copy of the instructions sent to Mr. Cushing. After briefly detailing the circumstances requiring the reclamation, Mr. Fish says:

"You are now instructed to make reclamation on the Spanish government for injuries to the crew and passengers of the Virginius, by reason of their capture and imprisonment; and more especially to call for indemnity to the families of such of the crew and passengers as were executed at Santiago de Cuba. In doing this, it will not be necessary at the outset to open a discussion in detail of the various particular questions involved in the general question, such as the right of the United States to claim redress for injury done to the subjects of Spain, whether innocent or charged with complicity in the insurrection, or with other offenses, or to subjects of Great Britain or other powers, or only for injury done to citizens of the United States. All these particular questions, as also that of the amount or form of reparation, may be left by you for consideration until after response shall have been made by the Spanish Government to the general demand for reparation in the premises. It will be in season then to judge how far the United States will go in a claim of indemnity of this nature as to persons, and in reference to a vessel of the character of the Virginius. It will be proper for you to note that, according to the stipulations of the protocol, this reclamation is one of the possible differences between the two governments, which may be made the subject of arbitration."

On the 26th of June Mr. Cushing, whose presentation to the President at Madrid had taken place on the 30th of May previous, addressed a demand in accordance with these instructions to Signor Ulloa. He also wrote to Washington for further instructions in regard to the reserved questions, since "these questions are somewhat new, and the presentation of them may imply commitment of the United States in respect of principles of reciprocal public right." The answer to this does not appear. Signor Ulloa's reply, dated July 7, implied that more time and more discussion were needed in order to ascertain "which of the two Governments had been prejudiced by the acts of the Virginius, and the degree of responsibility that attaches to the other for the injuries caused by the conduct of its subjects." Mr. Fish expressed his regrets at this further attempt to gain time, and gave assurance to Mr. Cushing that his conduct of the negotiation was meeting with the warm approval of the Government at Washington. After receiving Mr. Cushing's reply, which was plain, concise, and firm, Signor Ulloa affirmed the necessity of stopping discussion and referring the matter to the Council of State. Upon this, instructions were sent by Mr. Fish declaring that the Spanish demands for reclamation were finally rejected, and that there was no probability of any change from this position on the part of the United States Government. The dispatch containing this announcement is dated Oct. 27, 1874.

On the 20th of the following month Mr. Fish submitted to President Grant a copy of a correspondence between the British Chargé d'Affaires at Madrid and the Spanish Minister of Foreign Affairs. On Aug. 13 Lord Dudley sent to the representative of his Government at Madrid the terms he was prepared to accept. The number of persons captured on the Virginius was 155, and a full list is given in a dispatch from the United States Consulate at Santiago de Cuba, of date Dec. 18, 1873. Of that number fifty-three were murdered, and of these there were nineteen British subjects. Lord Dudley therefore demanded a sum of £7,700. Signor Ulloa again sought to delay a settlement, this time on the ground that he did not wish to acknowledge the principle that was a point of dispute at that moment between Spain and the United States. But Lord Derby pressed for an immediate settlement, and protested against any further waste of time. Upon this Signor Ulloa at once agreed to the terms proposed by the British Government, and offered to make a payment on account of £6,700, leaving the balance to stand over, so that the United States should not be in a position to say that a final settlement had been arrived at with Great Britain before any had been reached with them. This Lord Derby consented to, and on Aug. 18 Signor Ulloa wrote to Mr. Macdonnell, the British Chargé d'Affaires, to the effect that the money would be at once placed at the disposal of the British Government. But on Dec. 10 the money had not been so placed, and Lord Derby addressed another letter, this time direct to the Spanish Minister of Finance, and in consequence, on Dec. 14, a check was sent, and on the 18th it was acknowledged by the British Minister of Foreign Affairs. It is the correspondence on this, taken from a British Blue-book, which has been deemed of sufficient importance to find a place in the proceedings between Spain and the United States Government.

In November several telegrams passed between Mr. Cushing and Mr. Fish, from which it appeared that as far back as in July previous the President of Spain had decided to accede to the demands of Great Britain and the United States. Mr. Fish now based his demands upon the settlement made with England, and in a telegram of date Nov. 28 instructed Mr. Cushing that nothing less than $2,500 for each person shot would be accepted, while for the captain, mate, engineers, purser, and doctor more should be demanded. As late as Dec. 3 Signor Ulloa was engaged in a discussion of the general question, and again sent a lengthy dispatch to Mr. Cushing, who, on the following morning, telegraphed thus to Mr. Fish:

"Mr. Ulloa argues, temperately and in direct response to my notes, two general questions: first, that of arrest on the high seas, and second, that of the true character of the ship's company, on both points citing legal authorities, and in the latter quoting dispatches of Mr. Seward. He then proceeds substantially as follows:

I would have liked to convince you that the fundamental motive Spain has had to consider those on the Virginius as pirates is not so very absurd nor unreasonable, and that, supposing Spain erred in so regarding them, she would have been induced thereto by eminent writers and authorities. The terrible consequences entailed on some of the unfortunates on board, and which the orders of the executive arrived in Santiago too late to avert—the lives being cut off by insurrectionary power—but more Spain, situated between strict fulfillment of laws in special circumstances and sentiments of pity common to all, but which latter should be stifled by duty, and in defense of high interests. That duty fulfilled, humane sentiments may now work not to remedy an irreparable punishment, but to alleviate and console those who, although not sharing the crime, suffer consequences of the expiation imposed by the law. Spain having proved her sincerity by granting large pecuniary relief to families of British subjects executed at Santiago, would fail in her just duty did she not act in the same way toward the families of American citizens captured and executed. The indications in my note of Aug. 14 prove that, in settling thus with England, no discrimination was thought of against the United States."

This letter is, however, of more importance. On the 24th of November Signor Ulloa, in a private letter—a portion of which is now published—to Mr. Cushing, expressed the view that from the first the Spanish Government had been disposed to make the same concessions to the United States as it had made to England, and the official letter of the 3d of December contains the announcement that it had done so. Although still discussing the entire question, this letter was practically conclusive. In many respects it is an interesting State paper, but we can quote only a few passages. In one place Signor Ulloa says:

"It would be derogatory to your recognized erudition to remind you of the legal principles by which persons and things found within the territory of an independent and sovereign nation are subject to its jurisdiction wherever found, whether upon the ocean or in foreign dominions, without there existing the least exception to this rule respecting the subjects of the country. Spain, consequently, has not violated any foreign right in capturing on the open seas, by means of one of her naval vessels, a ship of which the ownership belonged to one or more of her subjects, without the party making the seizure incurring any responsibility other than that which may be required of him by his natural chiefs, conformably with the domestic laws of the country. From what I have thus far brought to your attention, I believe that I have shown:

1. That in the act of the seizure of the Virginius Spain violated no foreign territory, since she effected the capture in that which is considered common to all nations; that is, on the high seas.

2. That she has not compromised the free navigation of the seas, since her cruiser set out in search of the Virginius and had no necessity for detaining her or visiting her before the seizure, since the manœuvres of the latter upon sighting the Tornado, her change of course, her casting her cargo overboard during her flight, and other circumstances strongly suspicious, confirmed the belief that she was the awaited filibuster vessel.

3. That Spain has caused no prejudice to maritime commerce, since the Virginius was not a vessel dedicated to lawful traffic, but to the illicit and punishable transportation of contraband of war destined to assist the insurrection in Cuba, and that her ownership could not be legally claimed by a third power."

He next proceeds to defend the use of the terms "pirate" and "piratical," as applied to the Virginius and her mission. We give his reference to this subject, which has recently created some differences of opinion among international legal jurists almost entire:

"According to modern international law, which is less casuistical, no doubt, it is sufficient to accuse a ship of the crime of piracy that a purpose be proven on the part of her officers and crew to destroy the shipping of foreign nations which are not at war, to cast their cargo overboard or sink it, and to devastate the coasts of a country, not *animo lucrandi*, or with intent to profit by such damage, but to satisfy the hatred or the vengeance of the aggressor, or with other equally criminal purpose. Such is the point of view of modern writers, even among the most uncompromising paladins of the freedom of the seas, such as Baron Cussy, Pinheiro, Bluntschli, Ortolan, and others. So, therefore, we may to-day qualify as piracy any violence whatever, committed on the sea, or immediately adjacent thereto, by persons who do not represent any known State or nation, it being sufficient in this relation that the sea be the theatre of the crime for international law to consider its authors punishable at the hands of any independent State. The expedition of Narciso Lopez in 1850, which is well known to all, and which in many respects has great analogy to that of the Virginius, merited, jointly with the reprobation of all sober-minded men, the qualification of being a declared act of piracy, and in the English Parliament Lord Brougham, inquiring of the Government if the fact announced by the press was true, expressed the desire that condign punishment should be imposed upon those execrable pirates, because, added the honorable lord, these persons are pirates. In the same opinion Lord Aberdeen concurred in the House of Lords, and Mr. Disraeli in the House of Commons. In this way also it was regarded, in the light assuredly of modern doctrine, by a most worthy and learned authority, to whom no one, and least of all the Government of the United States, can take exception, the honorable Mr. Seward, formerly Secretary of State. This estimable officer, in the first two years of the Secessionist rebellion which had broken out in the States of the American Union, addressed various official dispatches to the maritime powers, in which he set forth in different forms, and maintained with great store of arguments, that the Confederate cruisers were pirates, and should be treated as such by the Governments of Europe, a theory which merited, besides, the approbation of the American Congress. The secessionists having been recognized as belligerents by various Governments which had not taken into consideration the character of pirates attributed to them by the theories of Mr. Seward, the latter replied, protesting against the recognition, and declaring it to be an act contrary to good relations of friendship, and as a violation of international laws. It is not to be supposed, whatever may have been the sentiments and the duties which impelled the then Secretary of State to combat the secessionist rebels, that he attributed to them the *animus furandi*, or the exclusive intent of pillage and plunder, which, conformably with the ancient doctrine, are essential elements of the crime of piracy."

Then follow these remarkable passages:

"I would have wished to succeed in demonstrating to you that the fundamental motive which the Spanish Government has had to consider the passengers and crew of the Virginius as pirates is not so very absurd nor so very unreasonable; and that, supposing that in this it had fallen into error, it would have been induced thereto by the weighty opinions of eminent writers and authorities, illustrious by their learning and by the elevated position reached by them in powerful nations, wherein welcome and tribute are paid to ideas of advancement and progress in social and political science. The terrible consequences which the rash and criminal expedition of the Virginius has had for some of the unhappy persons who were on board—consequences which the executive power could not avert, being unfortunately received in Santiago de Cuba too late by reason of the interruption of the telegraph lines by the insurgents—could not do less than move the generous sentiments of the Spanish Government, so painfully situated between the strict fulfillment of the laws in special circumstances, and the impulses of humanity and of commiseration common to all honorable men, but which should be violently stifled before the imperious voice of duty and the defense of the high interests confided to the public powers. That duty fulfilled, sentiments of humanity may well recover all their force and endeavor to seek, not a remedy for an irreparable punishment, but alleviation and consolation for those persons who, without having had part in the commission of the crime, participate fatally in the terrible consequences of the expiation imposed by law. The Spanish Government, which has very recently proved the sincerity with which it professes these noble sentiments, by conceding a large pecuniary relief to the families of the English subjects captured in the Virginius and executed at Santiago, would fail in duty if, in advance if it were not prepared to act in the same manner and in the same proportion with respect to the families of the American citizens who, being captured on the vessel in question, were afterward executed. The indications which, upon this point, I had the honor to make to you in the note of the 14th of August are a proof of that, in conceding that sum to the Government of her Britannic Majesty, that of Spain could not have had the intention of establishing an unjustified preference, nor even a difference, between two nations alike friendly to Spain, and with equal claim to her consideration and sympathies. You may, therefore, be pleased to indicate, to me your conformity on this point, in order to proceed to the payment of the corresponding sum in the same terms as those accepted by the British Government, and which terms are contained in the two enclosures I send to you herewith."

On the 7th of December, Mr. Fish telegraphed to Mr. Cushing, deprecating any distinction between white and colored men killed, but allowing that a discrimination would be proper on the relative rank and wages of the persons. On the 30th of the same month he sent a dispatch to Madrid expressing satisfaction at the general tone and tendency of Signor Ulloa's letter, while rejecting many of its assumptions and arguments, and regarding it as an answer to Mr. Cushing's communications, so as to complete the record, rather than as a paper presenting matter. He nevertheless added:

"I must, however, express my regret that Mr. Ulloa should have deemed it necessary, even if in deference to public feeling in Spain, to refer to the executions at Santiago as 'the strict fulfillment of the laws in special circumstances,' or as called for by 'the imperious voice of duty,' or to take from the moral effect of the indemnity proposed by characterizing the reparation as actuated by sentiments of pity consequent upon a 'duty fulfilled,' and as caused by a desire to alleviate the misfortunes of those who suffer through punishment imposed on others by the law.' I could have hoped that a review of all the facts attending the executions, and a consideration at this late day of those barbarous and cruel acts, happily without parallel, would have deterred the accomplished Minister of State from the use of any expression, and from allowing himself to be committed to any view tending to justify those executions. While such expressions, accompanying an offer of settlement, may not prevent the acceptance of the offer, this Government would fail in its duty did it not signify its dissent from expressions tending to justify or apologize for these acts."

On the 16th of February Mr. Cushing telegraphed to the effect that by an interchange of notes a convention had been completed by which Spain undertook to pay $80,000 in full of all indemnity, waving all questions concerning the hull of the Virginius, and agreeing that the money should be distributed at the discretion of the United States Government, or its President. The arrangement was further confirmed on the 21st of the same month, and three days later Mr. Fish telegraphed to Mr. Cushing the approval of President Grant, with authority to sign the final agreement as soon as his credentials to the court of the Spanish King should be received and presented. The credentials arrived on the 2d of March, when a further telegram for instructions was sent to Washington by Mr. Cushing, with the terms of the agreement in detail, which this time contained a provision for the manner of payment of the indemnity, namely: $20,000 in two months, $30,000 in four months, and $20,000 in six months from the date of signature. On the following day Mr. Fish gave Mr. Cushing authority to present his credentials, and immediately thereupon to sign the final agreement. The official agreement was signed on the 9th; the Minister presented his credentials on the 10th, and a ratification of the articles was signed on the 11th and sent the same day by express to Washington.

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Board of School Trustees, Twelfth Ward.
NEW-YORK March 18, 1875.

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LEGAL NOTICES.

SUPREME COURT OF THE STATE OF NEW-York, City and County of New-York.—N. HILL FOWLER against JOHN TRENOR.—Summons for a money demand on contract.—To the defendant, John Trenor: You are hereby summoned and required to answer the complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said complaint on the subscriber at his office, No. 17 Warren street, in the City of New-York, within twenty days after the service hereof, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will take judgment against you for the sum of fifteen hundred dollars, with interest from the 23d day of November, one thousand eight hundred and seventy-four, besides the costs of this action.

N. HILL FOWLER,
Plaintiff's Attorney, in person.

Dated New-York, Feb 27, 1875.

The complaint in this action was filed in the office of the Clerk of the City and County of New-York on the 18th day of March, 1875.

N. HILL FOWLER,
Plaintiff, in person.

BANKRUPT NOTICES.

THIS IS TO GIVE NOTICE THAT ON THE 25th day of March, A. D. 1875, a warrant in bankruptcy was issued against the estate of LUDWIG CARSTENS, of the City of New-York, in the County of New-York, and State of New-York, who has been adjudged a bankrupt on his own petition; that the payment of any debts and delivery of any property belonging to such bankrupt, to him or for his use, and the transfer of any property by him, are forbidden by law; that a meeting of the creditors of the said bankrupt to prove their debts and to choose one or more assignees of his estate, will be held at a Court of Bankruptcy, to be holden at No. 4 Warren street, in the City of New-York, in said district, before Alvah H. Williams, Esq., Register, on the 13th day of April, A. D. 1875, at two o'clock P. M.

OLIVER FISKE,
United States Marshal, as Messenger, Southern District of New-York.

UNITED STATES DISTRICT COURT FOR the Southern District of New-York.—In the matter of LEONARD P. REQUA, bankrupt.—Notice is hereby given that I, the undersigned, in pursuance of an order of the court granted the 24th day of March, will sell at public auction to the highest bidder, by William S. Mount, auctioneer, at No. 2 Broadway, in the City of New-York, on WEDNESDAY, March 31, at 11 o'clock in the forenoon, all the machinery, fixtures, and manufactured and unmanufactured stock, consisting of burlaps and bags, &c., belonging to the estate of L. P. Requa, bankrupt.

Terms of sale, cash.

CHARLES H. CURRIER, Assignee.
NEW-YORK, March 25, 1875.

IN THE DISTRICT COURT OF THE UNITED States for the Southern District of New-York.—In the matter of JULIUS E. LEVY, bankrupt.—In Bankruptcy.—No. 5,037.—Before James F. Dwight, Register. To whom it may concern: The undersigned hereby gives notice of his appointment as assignee of Julius E. Levy, of the City of New-York, in the County of New-York, and State of New-York, within said district, who has been adjudged bankrupt upon the petition of his creditors by the District Court of said district, filed on the 5th day of January, A. D. 1875.—Dated at New-York, the 12th day of March, A. D. 1875.

THOMAS D. ADAMS, Assignee,
with H. B. Claflin & Co., No. 140 Church street,
mh23-law3w*Tu* New-York City.

IN THE DISTRICT COURT OF THE UNITED States for the Southern District of New-York.—In the matter of EDGAR SMITH, bankrupt.—In Bankruptcy.—No. 5,068.—Before James F. Dwight, Register. To whom it may concern: The undersigned hereby gives notice of his appointment as assignee of Edgar Smith, of the City of New-York, in the County of New-York, and State of New-York, within said district, who has been adjudged a bankrupt upon the petition of his creditors by the District Court of said district, filed on the 2d day of February, 1875.—Dated at New-York, the 12th day of March, A. D. 1875.

THOMAS MACKELLAR, Assignee,
mh16-law3w*Tu* No. 7 Pine street, New-York City.

IN THE DISTRICT COURT OF THE UNITED States for the Southern District of New-York.—In the matter of JOSEPH ORMSBY, bankrupt.—In Bankruptcy.—Southern District of New-York, ss.: At the City of New-York, the fifth day of March, 1875, the undersigned hereby gives notice of his appointment as assignee of the estate and effects of Joseph Ormsby, of the City of New-York, in said district, who was, on the eighth day of February, A. D. 1875, adjudged a bankrupt, upon his own petition, by the District Court of the United States for the said Southern District of New-York. BERNARD F. McCAHILL, Assignee.
mh23-law3w*Tu*

UNITED STATES DISTRICT COURT FOR the Southern District of New-York.—In the matter of JAMES EVANS, bankrupt.—In Bankruptcy.—Notice is hereby given that I, the undersigned, will sell at public auction to the highest bidder, by Conrad Undershill & Sendder, auctioneers, at Nos. 7, 9, and 11 Greene street, in the City of New-York, on TUESDAY, April 13, 1875, at 10 o'clock in the forenoon, all the stock in trade and personal property of every kind belonging to the estate of said bankrupt, consisting of ready-made clothing, tables, desk, mirror, &c. Terms of sale, cash.—Dated New-York, March 29, 1875.

mh23-law3w*Tu* THOMAS M. ARGALL, Assignee.

SOUTHERN DISTRICT OF NEW-YORK, ss.—At the City of New-York, the 15th day of March, 1875.—The undersigned hereby give notice of their appointment as assignees of JACOB ROBINSON, of the City, County, and State of New-York, within said district, who has been adjudged a bankrupt upon his creditors' petition by the District Court of the said district.

LUTHER J. RICE,
WILLIAM ECKERT,
Assignees, No. 105 Broad street, New-York.
mh16-law3w*Tu*

STEAM-BOATS.

FOR NEW-HAVEN, HARTFORD, AND THE NORTH.—Steamers leave Peck slip for New Haven at 3 and 11 P. M., connecting with road.

FOR BRIDGEPORT AND ALL POINTS

The New York Times.

TRIPLE SHEET.

NEW-YORK, TUESDAY, MARCH 30, 1875.

AMUSEMENTS THIS EVENING.

FIFTH AVENUE THEATRE.—The Big Bonanza—Mr. Charles Fisher, Mr. James Lewis, Mr. W. Davidge, Miss Fanny Davenport.

WALLACK'S THEATRE.—The Shaughraun.—Mr. J. B. Montague, Mr. Dion Boucicault, Miss Ada Dyas. Matinee at 1:30.

UNION SQUARE THEATRE.—The Two Orphans.—Mr. John Parselle, Mr. C. R. Thorne, Jr., Miss Fanny Morant, Miss Kate Claxton.

BOOTH'S THEATRE.—Henry V.—Mr. George Reynold, Mr. Frederick Thorne, Mr. Charles Calvert, Miss Berthe Girardin.

PARK THEATRE.—Davy Crockett.—Mr. Frank Mayo, Mr. H. Forsberg, Miss Rosa Rand, Miss Annie Douglass.

BOWERY THEATRE.—Around the World in Eighty Days.—Mr. Edwin F. Thorne and company.

GRAND OPERA-HOUSE.—Ahmed.—Mlle. Josephine Morlacchi, Mlle. A. Galletti.

OLYMPIC THEATRE.—Vaudeville and Variety Entertainment.

BARNUM'S ROMAN HIPPODROME.—Grand Oriental Pageant—Racing—Menagerie.

SAN FRANCISCO MINSTRELS.—Minstrelsy and Negro Comicalities—Messrs. Birch, Wambold, and Backus.

COLOSSEUM.—Cyclorama of Paris by Night—Operettas—Sketches. Matinee.

METROPOLITAN MUSEUM OF ART.—Exhibition of Ancient Statuary, Paintings, &c. Day only.

ARMORY SEVENTY-FIRST REGIMENT.—Lady Washington Tea Party—Benefit of the "Sheltering Arms."

MADISON AVENUE MEMORIAL CHURCH.—Reception and Tea Party.

ROBINSON HALL.—Illustrations of Indian Life—Modoc Chiefs.

ST. JOHN'S M. E. CHURCH.—Tea Party and Concert.

THE NEW-YORK TIMES.

The New-York Times is the best family paper published; it contains the latest news and correspondence. It is free from all objectionable advertisements and reports, and may be safely admitted to every domestic circle. The disgraceful announcements of quacks and medical pretenders, which pollute so many newspapers of the day, are not admitted into the columns of The Times on any terms.

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☞Advertisements for The Weekly Times must be handed in before 10 o'clock this evening.

NOTICE.

We cannot notice anonymous communications. In all cases we require the writer's name and address, not for publication but as a guarantee of good faith.

We cannot, under any circumstances, return rejected communications, nor can we undertake to preserve manuscripts.

This morning The Daily Times *consists of* Twelve Pages. *Every news-dealer is bound to deliver the paper in its complete form, and any failure to do so should be reported at the publication office.*

The second part of "The Marriage of Moira Fergus," the new story by Mr. William Black, *will be published in* The Times *of Sunday next. This story has been written expressly for* The New-York Times, *Sunday Edition, and will be completed in three or four parts. It will be found one of the most attractive tales the author has ever written.*

THE UP-TOWN OFFICE OF THE TIMES.

A new branch office of The Times *has been established at No. 1,257 Broadway, between Thirty-first and Thirty-second streets, for the convenience of our up-town patrons, and is open daily, Sundays included, from 4 A. M. to 9 P. M. Subscriptions received, and copies of* The Times *for sale. Dealers supplied at 4 A. M.* ADVERTISEMENTS RECEIVED UNTIL 9 P. M.

The State Senate appears to be in no hurry to take action upon the resolutions which are still before it, providing for the investigation of the canal frauds, and the collection of evidence to punish their perpetrators. Last night's session was devoted to the hearing of two speeches—one by Senator Bradley and the other by Senator Lowery. Both were very admirable efforts in their way, that of Senator Lowery being of special value from its accurate statement of the amounts drawn from the pockets of the tax-payers in behalf of the canals during the last five years. But as the Senate has already expressed itself in favor of thorough investigation, would it not be well to provide for the committees first and discuss the details of canal administration afterward?

There is not likely to be any great excitement outside of Connecticut over the election in that State. We have no right to expect to carry the State, for the Temperance Party are not acting with the Republicans, and the Democrats reap the benefit of that. In fact, the Temperance Party everywhere is a pretty faithful ally of the Democrats, though not openly so. We trust, however, that Gen. Hawley will be elected in the First District and Mr. Starkweather in the Third. We may also succeed in reducing the Democratic vote. Anything which the Republicans gain beyond this may fairly be deemed a great victory, and, therefore, if the Democrats elect their Governor they need not bring out their typographical "roosters" and flags. There will be nothing to crow about.

In our Albany correspondence will be found a very clear and interesting narrative of the way in which the State has been defrauded through the system of "unbalanced bids" for work on the canals. The subject is a somewhat complicated one, but it will be found analyzed in a way which to the ordinary reader will be perfectly intelligible. It will be observed that in addition to the evidences of fraudulent overcharge which appear on the face of the contracts selected for reference, there is a further element of fraud which remains to be investigated—the disparity, namely, between the quantity of materials charged for and the quantity furnished. On the question of responsibility, the three parties to whom the public must chiefly look for satisfaction in regard to these frauds are the Canal Commissioners, the Division Engineers, and the contractors. Of course, a direct responsibility also rests upon auditing officers and legislators who have aided in procuring recognition for fraudulent claims. But that is more difficult to fix than the obvious liability of the three parties first named to account for the swindles they have perpetrated on the State Treasury.

It will be observed that the discoveries made by our correspondent at Rochester in regard to the connection of the Lord family with the water-supply contracts, show that the fraudulent methods of canal contracts are capable of being applied to other descriptions of public work. The plan is, briefly, underbid your competitors for work which you know will be needed in very small quantities, or not needed at all, and put in high rates for work which will be called for in quantities far in excess of the Engineer's schedule. To do this successfully, it is, of course, necessary to have a private understanding with those whose business it is to prepare plans and specifications. On this score, the Lord family never seem to have found much difficulty, and they certainly did not encounter any in the matter of the Rochester Waterworks. It seems that under this kind of manipulation, the municipal finances of Rochester have got into a somewhat extraordinary condition. The debt of the city is about six millions of dollars, while the entire assessed value of taxable property is only about thirteen millions. In New-York our City debt amounts to a mortgage of about twelve per cent. on the assessed valuation, and yet it is very properly regarded as an excessive burden. What should we say if the City debt amounted, like that of Rochester, to about forty-five per cent. of the taxable value of property?

There is always a popular cry raised at this time of year for a reduction of rents, and yet it may be doubted whether there are more houses in the city than are needed. The extravagantly dear houses are, indeed, difficult to sell, but even of these there are not many on the market. The truth is that the people who have business to do in New-York would rather live there than anywhere else, and after the experience of this Winter they will be strengthened in that disposition. Even the passage to Brooklyn has been one of some difficulty this year, and once or twice people have found it easier to walk across the river than to go by the ferry. The one thing that is needed to create an active demand for property here is some means of quick communication between the upper and lower ends of the island. Even now the real-estate agents say that the applicants for convenient-sized and moderate-priced houses are very numerous. New-York has by no means done growing yet. The revival in general business, which appears to have set in, will increase this demand, and if the "gold corner" can only be prevailed on to cease trying to bring about a panic, we may look for such a season in trade as we have not seen for at least two years past.

In the United States Supreme Court yesterday, a decision was given in one of those curious cases involving the definition of the term "persons" as used in the Fourteenth Amendment to the Constitution. The case was appealed from the Missouri courts, and, like that of the woman lawyer of Chicago, was referred by the Supreme Court back to the State. It was held that the duty of the United States to guarantee to the States a republican form of government is discharged in protecting those governments whose Constitutions were recognized as being republican at the time of their admission. It is not found that the right of suffrage is one of the essential elements of citizenship. The Constitution of the United States does not confer the right of suffrage upon any one, and the provisions in State Constitutions reserving that right exclusively to men are not necessarily void. The whole question is relegated to the States. This principle has been so often affirmed by the Supreme Court, any attempt to reopen the discussion is sure to be useless.

IMPOVERISHING THE COUNTRY.

The time of year is fast approaching when the annual migration to Europe will begin. It is an event which every observant man must look upon with some concern. Before the war, a journey to Europe was rather uncommon, even among wealthy people. During the last ten years, it may almost be said that it has become the rule with people who can take two or three months' holiday to go abroad. All classes now share in this yearly rush from America. A woman, evidently without education, and one would suppose with very limited means, who testified in the Beecher case the other day, mentioned incidentally that she went over to Europe last Summer to "do her shopping." And that seems now to be growing into a national custom. It is no longer confined to a few, for it extends to all parts of the country, and is followed by everybody who can manage to spend from two or three thousand dollars and upwards on a Summer vacation.

Anyone who will think for a few minutes about the inevitable effects of this new custom will plainly see that it is fraught with great and lasting evils to the country. We have long regarded it as one of the gravest questions which the present day offers for consideration. It ought to be clear to everybody that if a large part of the money which is earned in this country is spent abroad, we must be poorer by so much as is carried away; for there is no return tide of travel here to compensate us for these losses. A few hundreds of Europeans come over here every year, but how much money do they spend in the country? Just enough to pay their railroad fares and hotel bills. The amount of money spent by American tourists in Europe every year would startle the world if it could be accurately estimated. It has done no little towards enabling France to pay off her war debt, and in England it has raised the price of living in hotels about fifty per cent. The French people cannot be accused of injuring their country as Americans injure theirs. They buy very little in other countries. They recognize the duty of supporting the manufactures and the working people of their own land. Whereas with us it is becoming the fashion, especially among people of means in large cities, to "import" everything they want, and thus to destroy native industries as much as they possibly can.

A more unpatriotic or a more ruinous course than this cannot well be imagined. There is some excuse, no doubt, for the annual flight to Europe. There is more to see there than here; there is more comfort to be had, and a better climate. And while our watering-places are so extravagantly dear, and so uncomfortable—while so little is given in exchange for so much money—we may make up our minds to see the tide of pleasure-travel turned constantly toward the other side of the Atlantic. It is a great misfortune, but people *will* go to the places which they like best, and no consideration of patriotism will restrain them, except in times of pressing emergency. But the mischief is not all done when the Summer's tour is ended. The returning party comes back laden with foreign goods. Is *paterfamilias* furnishing a house? He brings back with him all that he needs for his dwelling. We have known one man to bring over fifty or sixty huge cases, containing everything that is wanted in a first-class house, except the house itself; and even that would doubtless often be imported if there were any way of bringing it over on wheels. A "modern residence" nowadays has very little American inside of it. The carpets come from France or England, the curtains, a large part of the furniture, the linen, the dinner and dessert services, the glassware—all come from the same countries. The horses are decked out in English or French saddlery, although such work is made in this country of far finer quality than abroad. The chairs, the tables, the very clocks and ornaments on the mantel-piece are from Rome, Vienna, Paris, or London. One is sometimes tempted to ask the proud owner of these treasures, "Have you anything American in the house besides yourself?"

It may be said that people have a perfect right to spend their money where they like. Well, no one disputes that. The only question is, is it wise, fair, or just thus to scatter over Europe so large a part of the money which has been earned here? Take the case of a landlord who derives a considerable portion of his income from the rental of houses, including stores. He often sends abroad for the very articles which the occupants of his stores sell or make. How can he expect them to be able to go on paying high rents, when he and his class have diverted into another field the custom which they had a right to expect? How can local rents be kept up if local trade is ruined? There never was so forcible a "moral" to the old fable of the silly housewife who killed the goose that laid the golden eggs. We can assure our readers that this is becoming a very serious question to store-keepers and working people. During the Winter months, bad weather and the prevalence of sickness keep people from going out much, and except at Christmas-time, tend to check expenditures. And now every Summer, for at least three months, a large number of our stores might as well be shut up altogether. There is little or no business being done. All the world and his wife have gone to Europe. We say that if this custom goes on increasing during the next ten years as we have seen it increase in the past, the country will have received a very serious injury. Our "resources" may be vast, but if the substantial product of them is to be so largely expended abroad, what good will they be to us? We earnestly commend this question to the reflection of our readers. It is at least as well worthy of their attention as any political issue now before the people, and is a good deal more important to the country at large than the sayings and doings of the Bedlamites of Brooklyn.

SOME EARNINGS OF A TALENTED FAMILY.

Senator Jarvis Lord has confessed that he once belonged to what is known as a Canal Ring, and that he is rather proud of the fact than otherwise. For there was nothing that the Senator would call stealing in those days, and the State was allowed to make a very good income out of the canals. That, however, did not prevent certain contractors from making a very good income, too, and here comes in the secret of Mr. Lord's justifiable pride. Attorney General Barlow, who had peculiar ideas about the relations which ought to subsist between the State and the canal contractors, took it into his head to examine the records of this period of canal management, and entirely failed to see that the State had such good reason to be satisfied with the results as Senator Lord. In fact, he was unappreciative enough to make the transactions of that period the basis of a demand on the part of the State for certain sums alleged to have been fraudulently obtained from the Treasury by Lord and his confederates.

The celebrated Stanwix Hall letting, to which reference has been made in these columns, was stamped by Gen. Barlow as an organized attempt to defraud the State. One of the results of the conspiracy then entered into was the award of a contract to one Leahy—a dummy of the Lord family—for the repair of the Chemung Canal and feeder for a period of five years. The price at which this contract was awarded was $36,000 per annum, or a total sum of $180,000. The fair and honest price for the work was $25,000 a year, or a total sum of $125,000. By this means the State was defrauded to the amount of $55,000, and judgment was claimed by the Attorney General for this amount.

Another result of this corrupt combination to control the letting of work on the canals was found to be the award of a contract for the repair of Section 1 of the Erie Canal to George D. Lord and others, and the award of a further contract for the dredging of the Albany basin, in the interest of the same combination. The one contract was given out at the rate of $70,000 a year—$40,000 being the fair price—and the other was let at 70 cents a cubic yard—being exactly double what it was worth. On these two transactions, the State was defrauded to the amount of $328,666, and judgment was claimed by the Attorney General for that sum.

Again, it is alleged, in the answer of the Rochester Printing Company to a libel suit instituted, but not pressed, against them by Senator Lord, that the Chemung contract furnished Lord with a further opportunity of defrauding the State. A break occurred in the canal in 1870 which Lord's representative, Leahy, was bound to repair to the extent of $7,000, any expenditure in excess of this being payable by the State. He did, in fact, repair it to the extent of $10,000, leaving $3,000 apparently chargeable to the State. By means of "false and fraudulent vouchers" that charge was swelled to the amount of $125,000, involving, it would seem, a fraud upon the State of $122,000.

It appears from the same answer, that George D. Lord was awarded a contract for keeping in repair Section 14 of the Erie Canal, and that under that contract he was bound to repair any break at an expense not exceeding $7,000. He did, in fact, repair a break which occurred, at an expense of not over $20,000. The State was thus legally liable for $13,000 of this amount, but "by false and fraudulent vouchers and other means" the State was made to pay $40,000, involving an apparent fraud of $27,000.

Again, the same document states that to George D. Lord was assigned a contract for the repair of the Chenango Canal, containing a similar proviso to the preceding in respect to the repair of breaks. On the repair of one break the sum of $5,000 was actually expended, thus involving no liability whatever on the part of the State. But, "by false and fraudulent vouchers, and otherwise," the State was made to pay over $25,000 for this work, and was accordingly cheated out of that whole amount. On another section of the Chenango Canal, for whose repair the two sons of Jarvis Lord obtained a contract by the fraudulent tampering with other bids, a break also occurred which is said to have formed the occasion of a bogus claim upon the State of $23,000.

These are but a few of the transactions whose profits were chiefly enjoyed by the Lord family during the few years of Canal management to which Senator Lord looks back with unalloyed satisfaction. Yet they show fraudulent gains which, according to competent authorities, amount to at least $580,566. This, be it remembered, was before the Lord family were able, with the help of Tweed, to go into the business of supplying the City of Rochester with water, before the halcyon period of canal swindling had trebled the annual cost of repairs, and let in a countless number of bogus claims for damages and corrupt demands for extra compensation. If Senator Lord regards his "record" prior to 1870 "with pride," he must regard his performances subsequent to that date with genuine exultation.

"REFORMED TAMMANY."

The "Swallow-tail" wing of the Democracy, as the bone and sinew call their *dilettanti* comrades, are very much tickled with Mayor Wickham's recent dress-parade order. The Mayor declares, in effect, that candidates for office must be able to read and write, and must show a clean record in the Police Court and State Prison dockets. This is Mr. Wickham's idea of civil service reform in the department of City official patronage. "It is a great step in the right direction," say the Mayor's friends, who go about with beaming countenances. Indeed, it is a notable change for the better, when we consider what a cruel, ignorant, and brutal thing the rank and file of the Democracy of this City is and has been. And we can understand how the "Short-hairs," if they believe the Mayor is sincere, should howl mournfully at the prospect of being kept away from the public crib until they have learned to spell words of two syllables. "To think of the likes of him," remarked Teddy O'Toole, of Mackerelville, "kapin' the bread out of the mouths of the boys; and me twinty months in the country, and a-votin' at ivery election to the fore!" That influential and representative Democrat, Mr. John Morrissey, is said to have elaborately travestied the Mayor's new policy by starting for City Hall and an office dressed in fashionable evening garb and carrying a French dictionary under his arm. One of the sentimental organs of the Democracy thought Morrissey's exploit sufficiently funny to furnish an illustration of the wonderful progress of "Reformed Tammany."

Some people are easily encouraged. The Democratic officials of this City, when dispensing public pap, have always been guided by their sense of political merit. Mayor Wickham, as soon as he was in place, invented the cash value system of dividing the plunder. So many hundred thousand dollars' worth of office, so many Democratic votes; a simple mathematical calculation showed how much value each vote represented in the sum total, and the apportionment was made on that basis. This was the Tammany method simplified and reduced to figures. John Morrissey's joke of swallow-tails and dictionary could not parody such a burlesque of civil service reform as this. Even the frail standard of qualifications set up by the Mayor is a better joke than any that Morrissey could make. Nor is it sincere. We have been experimenting with civil service reform in national affairs too long and unsuccessfully to put any confidence in "Reformed" Tammany's promises. To be sure, it is not much to promise that the City's servants, high and low, shall possess the rudest elements of a common education, but even that spreads consternation and rebellion through the ranks of the party. This pretense of reform, however, is not designed to hurt anybody's feelings. Mayor Wickham will not "quarrel with his bread and butter." He knows where his strength is, and he is not the man to throw it away for the sake of appearances. Teddy O'Toole may possess his soul in peace; the new rule is not intended for his confusion; it is only the shadow of a concession to the "Swallow-tails." The men who sign their names with an "X, his mark," are as safe at the public crib as they were before Tammany had whitewashed its wigwam. The simple souls who believe that the Mayor intends to consult personal qualifications, rather than political services, in any distribution of official patronage, are sure to be disappointed. That is a performance which is not down in the bills. Every good citizen would be glad to see such a standard of qualification for office in vogue that it should be impossible to put ignorant men into places of honor or trust. And we are told to believe that a Democratic administration of Municipal affairs is to be conducted on such a theory! The Democracy of New-York, which is a synonym all over the world for the lowest and darkest ignorance, is to show the Republic what can be done in the way of civil service reform!

Mr. Morrissey, travesty though he may, cannot travesty this absurd and insincere pretense. He is too shrewd not to know that the proposed test of education and semi-intelligence means nothing. We do not doubt that Gov. Tilden, with his rigid honesty and attention to details, is thoroughly in earnest. He will carry out his reforms, no matter whom they hit. But we can imagine that John Morrissey, after his harmless little burlesque, might have sauntered down to the Mayor's office and picked out a few nice places for "the boys" whose solid votes once sent him to Congress, and lately made it possible for him to demand a share of party plunder in the City Hall. No doubt some of the better sort of Democrats would like to see the public service conducted with dignity and intelligence. But when that task is undertaken in New-York by their party, we shall expect that legislators will keep the law, and Police courts will close for want of business.

THE NORMAL COLLEGE.

As experience in the practical work of public instruction increases, the necessity of providing teachers who are specially educated for their profession becomes more apparent. This is nothing more than has been long acknowledged in the case of most other occupations, but until quite recently, it never appears to have suggested itself in the matter of education. In past times, teachers themselves often stood very much in need of teaching. But it was always thought, if indeed the subject was thought about at all, that the possession of knowledge necessarily implied the faculty of imparting it to others. This idea is now thoroughly dissipated. Great scholars have, it is true, very often proved the most successful teachers; but it quite as often happens that men and women of the highest mental culture are incompetent to enter upon the task of educating their neighbors.

It is in this aspect of the question that the value and importance of institutions like the Normal College stand out in great prominence. Possibly every Board of Education throughout the country would certify to the fact we have mentioned; and, consequently, all are interested in the development and success of a school where teachers with special training are put forward to do the work which scholars without that special training are not always able to accomplish. From a report which has just been issued we learn how much is being done in this direction. We find that at the end of last year there were no fewer than 1,146 students on the register, the average daily attendance being 927. Since then, there have been 700 more admitted. Some of these were students who had left their classes on account of sickness, but the rest were new pupils. Besides these, there were 512 entered in the Saturday Normal School for Teachers, and 648 in the Model School. Thus it appears that the college is educating at least 2,306 persons, whose average attendance in the three departments reaches 1,777 daily.

The principle upon which the course of instruction is conducted is thoroughly sound, and one which ought to be everywhere followed. An illustration of the evils of the old plan, still far too generally pursued, comes to us in that part of the report which refers to the study of history. The importance of this branch of knowledge cannot, perhaps, be too highly estimated. But as a rule in most schools it is extremely unpopular. It is not until the pupil is about finishing his course that he begins to feel much interest in historical subjects, and it is by no means certain that he does then. This was found to be the case in the Normal School, and, on investigating the difficulty, it was discovered that pupils were in the habit of committing the words of the text-book to memory. This makes it quite easy to understand how history was so much disliked, but exceedingly difficult to comprehend how any knowledge of it was ever acquired. All is now altered. Ideas instead of words are now taught. The pupil is made to appreciate the conception, and is then allowed to clothe it in her own language. The result is that history has now become one of the most popular, instead of being the most unpopular, of studies.

The same method of teaching is adopted in all other subjects, and it has proved, as might be expected, uniformly successful. If the example were followed in other schools it cannot be doubted that the results would be equally satisfactory. There are, however, other points in connection with it which we are glad to see are duly attended to. As indications of mere scholarship we are not prepared to say that lengthened written examinations often, if ever, fail to bring to the front the most accomplished student. If such examinations are searching and thorough enough, "cramming" can be of no avail. It cannot stand before them. But in a school like the Normal College, something different is required. There the marks taken at examinations are allowed to have their due weight, but they are taken in connection with the class-marks given from day to day throughout the term. This again is a custom which we think might be more generally followed; for it comprises not only an indication of ability and advancement, but also evidences of regularity, good behavior, attention to discipline, and other qualities, all of which are essential to a good teacher.

The curriculum at this college is stated by the President to be higher than that of any other normal institution for women in the country. It runs over three years, of two terms each, and comprises Latin, French or German, algebra, geometry, physics, astronomy, chemistry, zoology, English language and literature, intellectual philosophy, music, and drawing. In the natural sciences the course is, we believe, elementary, its object being rather to convey to the pupil useful general information, and so to lay the groundwork for more, than to turn out accomplished students in the field of science exclusively. Still, as an outline of the basis of a useful practical education, we do not see that the curriculum can be open to much improvement. It should rather be taken as a standard for imitation, and in that way it deserves the careful attention of school committees. When, however, it is remembered that the Normal College, with its Model School, not only represents the highest system of public education—that it not only imparts knowledge, but teaches others to impart it, too—we think we are justified in considering it as one of the most important institutions in the City, and one which may, as the President hopes, ultimately solve the whole problem of school government.

AMUSEMENTS.

GRAND OPERA-HOUSE.

A new spectacle called "Ahmed" was brought out at the Grand Opera-house last evening. "Ahmed" is founded upon "The Pilgrim of Love," a tale by Washington Irving, but Irving is only responsible for the suggestion of the idea upon which Mrs. Julia E. Dunn has based the four dreary acts of her play. It is just as well to at once say that "Ahmed" is an ineffably stupid work, unrelieved by a single suggestive scene or by a dozen lines of passable dialogue. But when it is remembered that people do not look for sentiment or wit in a pageant it will be understood that the new piece is not to be finally dismissed from notice because of its feebleness as a literary effort. It is simply a vehicle for exhibiting a long series of tableaux and for introducing a number of dances, and these appeal to the eye with so much eloquence that it were an ungracious task to linger upon the wretched *scenario*. Many of the pictures unrolled are uncommonly beautiful. All of them are remarkably artistic, as well as really dazzling, and the labors of the corps de ballet denote unusual practice and the guidance of a very experienced hand. Mr. Matt Morgan has painted most of the scenery, and no play-goer need be told that his performances are equal to any demands. From the rising of the curtain upon a garden view near Grenada, a succession of crimson caverns tenanted by the demons of fire, emerald water caves with glittering lakes, and palace-halls before the splendor of which the fabled richness of the Alhambra would pale, delight the vision. The Silver Grotto in the third act may with justice be cited as a set of unparalleled magnificence, and the combination of masses of shining metal with water-jets bounding like moulten silver in the lime-light, these forming a background to the evolutions of a capitally trained corps de ballet, present a sight never to be forgotten. Mrs. Dunn's invention of scenery, painted upon wire gauze, was tested during the representation. The result she has sought is to evolve a picture out of what appears to be a curtain of mist. Two or three thicknesses of gauze being needed to bring out the colors upon the painted sheet, we should not say that the process was particularly economical, and even if the existence of the gauze could be quite ignored, the colors lose so much in brightness when they are finally brought forth that one misses the old-fashioned canvas. The spectacular features of "Ahmed" were promptly recognized by last evening's audience, which filled the spacious house to repletion. Loud applause greeted the finest scenes; Mlle. Morlacchi, a danseuse of exceptional refinement, was encouraged literally at every step, and a *pas de quatre* by four tiny *ballerine*, elicited a storm of plaudits. The principal characters in "Ahmed" were sustained by Miss Mayhew, a young person who impressed us as having mistaken her vocation; by Mr. George Atkins, who, under the feathers of a parrot, diffused considerable merriment; and by Mr. Welsh Edwards, who lately portrayed *Bishop Gardner* in "Twixt Axe and Crown," and yesterday asserted his versatility by coming before the public as an owl. "Ahmed" is, of course, announced for nightly repetition.

ENGLISH OPERA.

The brief season of English opera was commenced last evening in the Academy of Music. The opera was "The Bohemian Girl." Miss Kellogg appeared as *Arline*, and an audience which filled the ample space of the Academy welcomed her back to new triumphs. The first act of "The Bohemian Girl" being very much of the nature of a prologue to a play, the real interest of the work is deferred until later in the opera. Miss Kellogg comes forth as the gypsy girl early in the second act, and as everybody acquainted with this most familiar of compositions knows, sings almost immediately that exceedingly pretty melody, "I dreamt that I dwelt in marble halls." The first notes told that the singer's voice had all the charm which delighted audiences heretofore, and at the close of the air the customary tributes of flowers were piled upon the stage, and the plaudits of the audience compelled an *encore*. In response thereto Miss Kellogg only sang the second verse. The quartet, "From the valleys and hills," between *Arline*, the *Gypsy Queen*, *Thaddeus*, and *Devilshoof*, was also redemanded. The rôle of *Count Arnheim* was filled, as during former engagements, by Mr. Carleton, whose voice appears to gain in force and volume, while it retains the sweetness which first won favor for its possessor, and Mr. Maas personated *Thaddeus*. Both these artists contributed very largely to the satisfactory rehearsal of the opera. The encore which is always exacted by "The heart bowed down," when it is rendered by a competent singer, was prompt and emphatic, and Mr. Carleton had to acknowledge it by repeating the second verse. Mr. Maas was similarly complimented after he had sung "When other lips and hearts," and he had also to repeat "The Fair Land of Poland," in which his upper notes had a clearness and force which one would be inclined to credit to a tenor of a more robust order. Miss Kellogg's voice was heard with pleasure in many other portions, both solo and concerted, and notably in the somewhat florid finale. *Devilshoof* had an amusing and very active representative in Mr. Harry Peakes, and the other rôles were suitably distributed. The chorus was well trained and effective, and the orchestra, which is sometimes unnecessarily loud, was rightly attuned to the voices of the singers. The next performance at the Academy will occur to-morrow evening, when "The Talisman" will be reproduced, with Miss Kellogg as *Edith Plantagenet*.

PERSONAL.

Mlle. Aimee last evening reached New-York, having been detained in Havana by illness, some days longer than the company of which she is the bright particular star. Mlle. Aimee's numerous admirers will be glad to hear that she is quite restored to health.

NEW-JERSEY LEGISLATURE.

THE PLYMOUTH STREET VACATION BILL PASSED IN THE SENATE—THE ADAMS EXPRESS COMPANY'S INVESTMENT.

Special Dispatch to the New-York Times.

TRENTON, N. J., March 29.—In the New-Jersey Senate this morning the bill providing for the vacation of Plymouth street, from Green to Washington, Jersey City, was passed. Most of the property in the neighborhood has been purchased by the Adams Express Company, who propose to erect a mammoth warehouse there. The street is contiguous to the railroad, and not being a safe place of travel is very little used. In the Assembly Mr. Doyle introduced a bill providing for the appointment, by the Mayor and Council of Newark, of a competent chemist, to hold office for three years, at a salary of $1,500, whose duty it shall be to examine gas-meters. His salary is to be paid by the gas companies in proportion to their stock. Mr. Henry introduced a bill providing that where two or more persons engage in a street fight they may be jointly indicted and both punished as for assault and battery. Mr. Dodd introduced a bill empowering married women to draw assignments and transfer mortgages, &c., without the consent of their husbands.

A CHICAGO EDITOR IMPRISONED FOR CONTEMPT OF COURT.

CHICAGO, Ill., March 29.—In the Criminal Court of Cook County this morning, Judge Williams sentenced Wilbur F. Story, editor of the Chicago *Times*, to ten days imprisonment in the County Jail for contempt of court in having published articles constructively reflecting on the character of certain members of the Grand Jury.

WASHINGTON.

RESIGNATION OF UNITED STATES TREASURER SPINNER.

THE POSITION TENDERED TO AND ACCEPTED BY JOHN C. NEW, OF INDIANAPOLIS—GEN. SPINNER'S HONORABLE RECORD—THE NEW TREASURER.

Special Dispatch to the New-York Times.

WASHINGTON, March 29.—Gen. Spinner this afternoon tendered his resignation as Treasurer of the United States, to take effect on the 1st of July next. The resignation was accepted, and the position immediately tendered to John C. New, Cashier of the First National Bank of Indianapolis, who, according to the statement of an intimate friend, will accept the appointment. Gen. Spinner was appointed early in the war by Secretary Chase, and accepted the office only after earnest solicitation. The General desired at that time to enter the army, and would undoubtedly have been given the command of a New-York regiment had he taken part in the struggle. He devoted himself so closely to the duties of his position that during his first five years of office he never visited his home in New-York, and often worked from fifteen to eighteen hours a day. He has grown old in the public service, remaining in the same office for a period almost unprecedented in a position so important and prominent. Chase, Fessenden, McCulloch, Boutwell, and Richardson held the office of Secretary and passed away from it while he still remained. He has not been dependent upon political or personal support for office, and might have retained his position till the day of his death had he not chosen otherwise. During the years in which Gen. Spinner has been Treasurer the losses in his office have been very insignificant, and would all have been made good to the Government out of his own fortune had he not been relieved by special acts of Congress. He has had a remarkably successful official career in this respect. The office had no more honor to confer upon him, he could gain no greater distinction in discharging its duties, and he has for some time contemplated resigning. He has grown to have an almost paternal love for his employes, and has kept his place for many months out of personal regard and solicitude for some of them as much as for any other reason. Since Gen. Bristow became Secretary, Gen. Spinner has not felt nor exercised quite the same freedom in selecting his subordinates as under former heads of the department, who were glad to avoid the responsibilities laid upon them by law. He has been somewhat uneasy in his position on this account, and it has made him all the more anxious to surrender it. It is remarkable that during all the time of Gen. Spinner's tenure of office, when so many high officers have been accused of crime and dishonesty, so that few have escaped suspicion, rumor has never so much as hinted a doubt of his integrity. He has earned this exemption from suspicion by being what he seemed, an honest man.

GEN. SPINNER'S SUCCESSOR.

Mr. New is about forty years old, and a wealthy banker. He was recommended for the appointment by Senator Morton, who telegraphed him several days ago to come on to Washington, and he is now here. He was Quartermaster of the State under Gov. Morton, and was a member of the Finance Board. Though not much known here, favorable and satisfactory accounts have been received concerning him.

THE PACIFIC MAIL INVESTIGATION—GEN. BUTLER BEFORE THE CRIMINAL COURT.

Bill King is very conscious that he is an innocent and much-abused man, and is anxious to place before the world the evidence which is to make his reputation white as snow. That evidence, however, can only be given by himself and Stockwell, who is now in Europe, and may never return. So King went to Canada to escape an investigation where his testimony in his own defense was very much desired, and is now taking extraordinary measures to prevent an indictment which would give him an opportunity to present his evidence in a court of justice. He has employed Gen. Butler and Harrington, recently on trial for the safe burglary, to keep the evidence from going before the Grand Jury. They appeared before the Criminal Court to-day, and made an argument intended, no doubt, to influence the Grand Jury that the testimony taken by the Investigating Committee could not be presented to their body. The court declined to take action in the matter. Powerful influences are at work to save King and Schumaker, and it would not be surprising if they should both escape.

Dispatch to the Associated Press.

THE PORTER CASE.

Various statements having been made in regard to the action of the Cabinet upon the application of Gen. Fitz John Porter for the appointment of a board of officers to review the findings of the court-martial in his case, it may be stated by authority that the application was briefly though informally discussed at the Cabinet meeting Friday last, and the Secretary of War was directed by the President to have the new evidence alluded to by Gen. Porter in his communication examined and a synopsis of the same prepared and reported to the President for his information, with a view to a decision on the application of Gen. Porter for executive interposition.

THE CREW AT A LIFE-SAVING STATION DISCHARGED.

The Secretary of the Treasury has discharged the keeper of Life-saving Station No. 21, on the coast of Long Island, near Fire Island Light, together with the entire crew of that station, for neglecting on the night of the 25th of February to be out on patrol at 10 o'clock, because the wind was blowing off the land. The crew are discharged because they failed to show a proper sense of the humane purpose of their employment by availing themselves of the keeper's permission to neglect patrol duty. It is the determination of the Treasury Department to strictly enforce the regulations of this service in every particular, and the neglect of patrol duty will not be permitted under any circumstances.

A CUSTOMS OFFICER AT WOOD'S HOLE, MARTHA'S VINEYARD.

The Government has been petitioned to establish a Deputy Collectorship of Customs at Wood's Hole, Martha's Vineyard, as a preventive measure against smuggling, the place being the resort of many vessels with foreign cargoes bound to various ports of the United States.

THE NORTH PACIFIC SQUADRON.

A dispatch has been received at the Navy Department from Rear Admiral John J. Almy, commanding the North Pacific Station, dated Honolulu, March 5. The Portsmouth sailed from Honolulu March 4 for the ports in the Gulf of California, and on the west coast of Mexico. It was expected she would reach Panama in three or four months. By permission of the authorities at Honolulu men were landed from the Pensacola, Portsmouth, and Tuscarora, and exercised thoroughly in howitzer and musket practice before King Kalakaua and his Cabinet.

THE PACIFIC COAST REVENUE SERVICE.

Special Treasury Agent Joseph F. Evans will leave this city to-night for the purpose of making certain investigations as to the management of the revenue service on the Pacific coast.

PAYMASTERS ASSIGNED.

On the recommendation of the Paymaster General, the following-named Paymasters of the United States, recently appointed, have been ordered to report for duty as follows: Major W. H. Eckels, to the commanding General Department of the Gulf; Major R. H. Towler, to the Commanding General Department of the Columbia; Major A. S. Towar, to the Commanding General Department of the Missouri.

A POLARIS SURVIVOR APPOINTED.

George E. Tyson, formerly Assistant Navigator on the steamer Polaris, has been appointed Captain of the Watch at the Navy Department.

THE LORDS OF ROCHESTER.

CONTINUED HISTORY OF THEIR OPERATIONS.

ENORMOUS INCREASE OF THE CITY DEBT UNDER THE RING—MANIPULATION OF THE BIDS AND AWARDS FOR THE WATER-WORKS—THEIR SCHEMES AIDED BY THE BOARD—GEORGE MAKES A HIGH BID UNDER HIS OWN NAME AND THE LOWEST UNDER ANOTHER MAN'S NAME—BIDDING WITH A KNOWLEDGE OF FUTURE CHANGES TO BE MADE BY THE ENGINEER—BRIEF BUT NEFARIOUS CAREER OF GEORGE ON THE ELMIRA REFORMATORY BUILDING—OTHER SCHEMES FRUSTRATED BY THE EXPOSURES.

Special Dispatch to the New-York Times.

ROCHESTER, N. Y., March 29.—The Rochester Ring feel very insecure to-night, and wonder much what new part of their machinations THE TIMES will get hold of. The Lords are silent but active, and have set their emissaries to work in every part of the State wherein they have operated to cover up or erase their tracks.

WHAT RING RULE HAS COST ROCHESTER.

Business men say that on the advent of Jarvis Lord to the State Senate from this district the debt of the City of Rochester was less than $1,000,000, and being gradually paid. Within the last three years, by means of Lord's Commission bills and certain railroad schemes in which he was interested, and legislation procured by him, the debt of the city has been increased to between $5,000,000 and $6,000,000, on a total assessed valuation of about $13,000,000. At a recent meeting of the Common Council it was publicly stated by an Alderman that if the city put into its tax levy for this year a sum sufficient to pay the interest maturing now and that already due, it would increase last year's levy by 70 per cent., making the rate instead of 5 nearly 9 per cent. of the entire valuation of the city property, exclusive of the county and State tax. The water-works swindle is the most exasperating of the Lord rascalities to the people.

THE BIDS AND AWARDS FOR THE WATER-WORKS.

Yesterday the political history of the commission and its results was given. I now offer the following analysis of the bids and the method by which, under them, the contract was awarded to Lord's tool, James McDonald. The abstract of bids for furnishing materials and constructing water-works for the City of Rochester shows that the following were made:

James McDonald, Wellsboro Falls, N. Y..	$1,723,150
Gere, Cardee & Co., of Syracuse	1,739,345
John Heckler, of Buffalo	1,899,401
Peck & Peterson, of Lockport	1,937,235
George D. Lord, Rochester	1,991,220
Delamater Bros., Cleveland, Ohio	2,005,015
Dennison & Belden, Syracuse	2,051,220
Friell & McNamee, Brooklyn	2,159,880
J. B. Cleveland, Jersey City	2,234,890
Charles H. Simpkins, Rochester	2,339,180
Randolph Wood and J. J. R. Croes, Philadelphia and Yonkers	2,365,551

The contract was awarded to James McDonald, another name for George D. Lord, as already shown in THE TIMES. The peculiarity about these bids is confined to McDonald and the Canal Ring men's offers. It is needless to say that the water-works have cost far more than the highest bid, and are only half done. This is owing to Lord's control of the Rochester Ring that gave the award to McDonald's seemingly small bid, which can be explained easily.

HOW THE THING WAS DONE.

The specifications called for 4,000,000 of hard-burned brick laid for conduit. McDonald bid $1 per thousand; Randolph, Wood & Co., not canal contractors, $22 a thousand. This discrepancy is understood when it is known that Lord's man offered $1 for material he knew the Engineer had resolved not to use, while Wood & Co. thought they would have to furnish this very expensive brick. This one item made a difference in the bid of $84,000 in favor of McDonald, and enabled him to set a high price on material for which the specification did not call largely, but which was afterward used. For instance: Pipe made of boiler iron, for which there was no specification at all, and which pipe costs, it is estimated, at least $400,000 or $500,000 more than the brick conduit at Lord's prices, was substituted for it after the award was made on the bid for brick. Five hundred cubic yards of rock excavation were specified. McDonald's bid was $3 a cubic yard. The lowest bid on that item was $1 25 a yard, by Delamater & Brothers, of Cleveland, not canal contractors, although underbidding McDonald in this part of the work. Their total estimate, honestly, on all specifications, exceeded his, so they did not obtain the award. But here comes the point which indicates the great advantage of being a member of the Ring. Instead of there being only 500 yards of excavation to make, as per specifications, McDonald knew that there were some hundreds of thousands of cubic yards designed by the Engineer for excavation, and in this particular the high price on the small quantity told. Ten thousand cubic yards of loose stone rip-rap were specified in the bids. McDonald offered $2 a yard, and Gere, Candee & Co. eighty cents. Although canal contractors, they were bidding for themselves and not for the Lords; therefore they were not aware that a great deal more than 10,000 yards were to be constructed. McDonald was, and lowering his estimate where he knew less than the specified quantity was to be furnished, he raised his rate on the rip-rap and secured the contract for his boss. Again, 300 cubic yards of concrete were called for by the specifications. McDonald bid $10 a yard; John Heckler bid $5. For the reasons before given, the Lord party triumphed, and are now reaping the advantage of the change in the Engineer's plans. Thousands of yards are being furnished instead of hundreds. These are samples of the practice of the Ring Commissioners to serve the Boss in the public water-works job.

MOCK INDIGNATION OF GEORGE AT THE AWARD.

To keep up appearances, George "the Silent" became unusually garrulous when the award was made to McDonald, and went about Rochester in a terrible state of excitement, growling at the Commissioners, Engineer, and others, and particularly at his man James' unkindly action in cutting him out. The folks understood George, and were not surprised when they saw him quietly relapse into silence and assume control of the job. His name, with James', graces every check and receipt.

THE ELMIRA REFORMATORY.

The Lords have done well in Rochester and along the canal, but I am credibly informed that their natural proclivities for industry have led them into other cities more remote from Albany than this. Their talents for contract jobbery have been displayed somewhat successfully at Elmira, where George "the Silent" has been engaged in the construction of the Elmira Reformatory. The history of this little transaction, as related by those persons in Rochester familiar with its ramifications, is as follows: On the 27th of April, 1870, George D. Lord procured the passage of an act authorizing Gov. Hoffman to appoint five Commissioners for the erection of the Elmira Reformatory. The Governor appointed C. C. B. Walker, of Corning; Stephen T. Arnott and T. H. Atkinson, of Elmira; A. H. Miller, of Oswego, and Amos Pilsbury, of Albany. On the 12th of December, 1871, the Commissioners advertised for proposals for the work. On the 28th of the same month proposals were received and opened, and the contract for the brick and stone work awarded to George W. Aldridge, of Rochester, who was one of the Ring, and universally believed to be Lord's representative. A contract was made and signed that day between the Commissioners and Aldridge, signed by all the commission except Pilsbury, and in his place appears the name of Joe Warren, of Buffalo. It is generally understood here that Pilsbury refused to serve, and was replaced by Joe, another of Jarvis Lord's cronies. Soon after the execution of the contract, Aldridge, with the consent of the Commissioners, made a formal assignment of it to George D. Lord and Charles A. Danolds, a well-known canal contractor. These gentlemen began the work, and were proceeding with it in a manner so unsatisfactory to the public that, on the 5th of May, 1874, the Legislature abolished the commission, and authorized Gov. Dix to appoint a Superintending Builder. This was John R. Thomas, of Rochester, an architect of high standing, who repudiated the contract of Lord and Danolds, upon the ground that it was a fraudulent and extravagant one. Mr. Thomas has relet the work, which is now going forward. Immediately Lord & Co. began suit against Thomas to restrain him from reletting the work. The action was tried before Hon. C. C. Dwight, of the Supreme Court, and decision rendered in favor of Thomas. On the trial it appeared that Thomas had saved to the State by annulling Lord's contract nearly $700,000.

THE WESTERN HOUSE OF REFUGE.

In this connection there can be no harm in remarking that George Lord is angling for the contract to build the Western New-York House of Refuge for Girls, in this city. The bill has been nursed in Albany, and might have given George what he wants but for these developements of his peculiarities.

VALUE OF GEORGE "THE SILENT'S" FRIENDSHIP.

Among the little stories told illustrative of the value of George "the Silent's" friendship, is that of Alderman Whittmore, of this place, who, it is said, made $20,000 last year by stone pavement furnished to the city. It was an unusually poor year for him in his business, yet he, through his friend George, succeeded in obtaining the contract for relaying stone pavement wherever necessary after laying water-pipes, and which should have been done by the Water Commissioners at a margin of profit to the city. Whittmore boasts of having made a good thing out of it, but it is nothing suprising, as he has been a successful canal contractor.

BITTER DENUNCIATION OF THE WATER BOARD.

As these facts become more fully discussed by the people, the Commissioners of Water-works are bitterly denounced. Especially is Roswell Hart, the President, the subject of severe condemnation. He is said to be an unprincipled political tool of the Lords, a man who, as Superintendent of United States Mail Service, draws a salary of $1,600 a year from the National Government, and $5 a day whenever he goes to New-York on business, at the same time receiving a salary as Commissioner of the Water-works of Rochester. He holds his appointment, it is said, in the postal service through Senator Conkling. He is very unpopular.

THE MERCHANTS' MEETING.

ARRANGEMENTS FOR THE ANTI-CANAL RING MEETING TO BE HELD AT THE PRODUCE EXCHANGE ON THURSDAY—ADDITIONAL NAMES TO THE LIST—INVITATIONS EXTENDED—OTHER MEETINGS.

The special committee appointed by the Produce Exchange to arrange the preliminaries of the great Anti-Canal Ring meeting to be held on Thursday, met yesterday morning and made the following additions to the list of speakers: David M. Stone, Esq., Hon. Erastus Brooks, Hon. Edwards Pierrepont, and Judge Joseph F. Daly. Special invitations to attend were sent to Gov. Tilden, Mayor Wickham, Peter Cooper, and Samuel B. Ruggles. It was decided to hold the meeting on the upper floor of the Exchange. The committee meet again this morning. Gov. Tilden's Private Secretary visited the Exchange yesterday afternoon in company with Hon. Algernon S. Sullivan. He asked for particulars in regard to the meeting and to the support of the merchants, and received the most flattering assurances to carry to the Governor.

The Board of Managers of the Cotton Exchange met yesterday afternoon and decided to call a meeting of the members of the Exchange for this afternoon, at 3 o'clock, to indorse Gov. Tilden's action in exposing the canal frauds, and to accept the invitation of the Produce Exchange to take part in Thursday's demonstration.

The Importers' and Grocers' Board of Trade will hold a special meeting to-morrow afternoon for the same purpose.

THE CONNECTICUT CAMPAIGN.

ENTHUSIASTIC REPUBLICAN MEETING AT WINDSOR LOCKS—SPEECH OF GEN. GARFIELD.

Special Dispatch to the New-York Times.

WINDSOR LOCKS, Conn., March 29.—A large and enthusiastic Republican meeting was held here to-night. Mr. Jabez H. Hayden presided, and introduced Hon. James A. Garfield, of Ohio, as the speaker of the evening.

Gen. Garfield began by reviewing in eloquent terms the history of the two leading parties in the last sixteen years, during which time none of the doctrines advocated by the Democratic Party had survived. They had offered the country nothing which could sustain national life; nothing which had not been rejected. The tramp of Democracy sounded hollow on the grave of its buried ideas; and during all that time every great idea advanced by the Republican Party had been accepted by the people. Secession and slavery, both Democratic pets, were dead, but there was an echo from the grave of the former, the other day, when Senator Eaton, one of the fruits of the recoil of last year, prated in the Senate about a confederacy of sovereign States. But no party, he said, could live on its past, however glorious, and no party should be forever condemned for its past, however bad. The people demanded to know what might reasonably be expected from either in the future. They look to the past of parties only to judge of their capabilities in the future. There can be no third party in this country, for parties, like poets, cannot be made to order, and therefore the people, for the present at least, must choose between the Democrats and Republicans. The speaker then entered into a powerful review of the course of each party during the last Congress, showing that the Republicans had been devoted to economy and justice. Taxes had been cut down, expenses reduced, life and property made secure during this last Congress, which had been so much vilified. The expenses of the Government had been reduced over $27,000,000; and the party had gone farther in this matter than the Democrats would have dared to go had they been in power. He alluded to the transportation question, which would soon be one of the most important issues before the people, saying that the Republicans were right upon it, while the Democrats, as usual, could find no constitutional power to confer a benefit upon the people. The speaker then referred to the Southern States. He admitted that some mistakes had been made, but claimed that the Democrats were chiefly responsible, because they had stood aloof from reconstruction, and the speaker contended that the Republicans could in the end purify those States and make them prosperous. He thought this fact was shown by South Carolina, where the Democrats had sought to perpetuate corruption by taking up the discarded Moses. Congress had in all these matters acted wisely in the main, and he mentioned the refusal to interfere in Arkansas as an example. The speaker closed with an eloquent tribute to Gen. Hawley, and asked the citizens of the district to honor themselves and benefit the country by returning him to his seat. Hawley would be needed, he said, to reinforce the little squadron of twenty-five Union officers who, on the floor of the next House, will be confronted by sixty-eight gentlemen who served in the rebel armies.

LATEST NEWS BY CABLE.

GREAT BRITAIN.

THE MOODY AND SANKEY REVIVAL—PREACHERS STONED IN LIVERPOOL.

LONDON, March 29.—Messrs. Moody and Sankey, the American revivalists, announce that they will quit Agricultural Hall after this week and open regular missions in the East End.

Revival preachers who opened a movement in Liverpool yesterday were stoned in the Irish quarter of the city.

SYMPATHY WITH THE TICHBORNE CLAIMANT—MONSTER MEETING IN HYDE PARK.

LONDON, March 29.—One of the largest meetings that has taken place in this city for several years was held to-day in Hyde Park, under the auspices of the Tichborne Release Committee. The crowd of persons on the ground was immense, some of the estimates placing the number as high as 100,000. Music was discoursed by several bands, and flags and banners with mottoes expressing sympathy and demanding justice for "the claimant" were displayed.

The addresses were short. Dr. Kenealy, and Messrs. Onslow and Whalley were the principal speakers. The people took the horses from the carriages of these gentlemen and drew them. Resolutions were adopted declaring the sense of the meeting at the crushing partiality of the Judges on the trial, the unscrupulous license of the prosecution, and the absolute miscarriage of justice, and setting forth that they would know no rest until the enormous judicial crime had been rectified. The meeting adjourned tumultuously. The speakers were escorted from the park by great crowds.

DEATH OF JOHN MARTIN, M. P.

DUBLIN, March 29.—John Martin, member of Parliament for Meath, died to-day, aged sixty-three years. Mr. Martin, who was a prominent member of the Home Rule Party, has for some time past been in failing health. His illness, it is supposed, was aggravated by the excitement attendant on the election and death of his brother-in-law, John Mitchel.

EASTER MONDAY CELEBRATIONS.

LONDON, March 29.—The usual Easter festivities were indulged in to-day in this city and elsewhere throughout the country. The weather was splendid.

MR. MOODY PREACHING IN LIVERPOOL—DR. TAYLOR TAKES HIS PLACE IN LONDON.

LONDON, March 30—5:30 A. M.—Mr. Moody preached to an immense gathering in Liverpool yesterday. Among the audience were 2,000 persons who were converted during a former visit of the revivalist.

Mr. Taylor, of Massachusetts, delivered a sermon at Agricultural Hall, Islington, last night, in the absence of Mr. Moody.

FRANCE.

THE PHILADELPHIA CENTENNIAL—ACTION OF THE GOVERNMENT.

PARIS, March 29.—At the sitting of the Permanent Committee of the Assembly to-day, M. De Lafayette asked the Government what were its intentions with regard to the United States Centennial Exhibition, and he promised it would have the support of the committee in all measures aiming at a worthy representation of France at Philadelphia in 1876.

The Duke Decazes replied that the work had his entire sympathy, and measures would be taken to promote it in every possible way. He added that when the Assembly reconvened it would be asked to grant a credit for the purpose. This had not yet been done because the Government wished to act with the utmost economy. The Minister of Commerce will address a circular to all Chambers of Commerce asking their co-operation.

THE DUKE DE MONTPENSIER REFUSED A PASSPORT TO SPAIN.

PARIS, March 29.—The Duke De Montpensier having applied to the Marquis de Molins, the Spanish Ambassador, for a passport to Spain, the Marquis declined to grant it. The reason alleged for the refusal was that if a passport was given to the Duke, ex-Queen Isabella would deem herself equally entitled to one, and the Madrid Government considered her return to Spain inopportune.

FUNERAL OF M. QUINET—ORATIONS BY VICTOR HUGO AND GAMBETTA.

PARIS, March 29.—The funeral of M. Quinet took place to-day. Victor Hugo and M. Gambetta delivered orations at the grave. The crowd was immense, and there was some disorder.

CUBA.

REPULSE OF A FORCE OF MOUNTED INSURGENTS.

HAVANA, March 29.—It is officially announced that 300 mounted insurgents were Thursday last repulsed, between Carabagar and Encruijada, while attempting to enter the jurisdiction of Sagua.

Three Dutch war vessels arrived here to-day.

THE REMAINING MEMBERS OF THE BAND OF COUNTERFEITERS ARRESTED.

HAVANA, March 29.—The Police have arrested the remaining members of the band engaged in counterfeiting notes of the Spanish Bank. One of the party was surprised while signing the bills, and another while attempting to dispose of them. Counterfeits to the amount of $30,000 were seized.

THE TEXAN BORDER RAIDS.

REPORT OF THE COMMANDANT AT FORT BROWN—MEXICAN OUTRAGES.

Special Dispatch to the New-York Times.

NEW-ORLEANS, March 29.—Gen. Augur, who is still in command of the Texas border, telegraphs to-day to the commandant at Fort Brown, Brownsville, regarding rumored raids and murders by Mexicans. The following reply has been received:

"There are many reports of a raid on the ranches in the vicinity of Corpus Christi, and of a threatened attack on that place. Some ranches have doubtless been robbed and burned and a number of people have been killed and others taken prisoners. The prisoners, however, are reported to have escaped. These marauders have been driven from the vicinity of Corpus Christi by citizens in pursuit, and I have sent all my mounted force to intercept the robbers. Gen. Hatch has sent troops for the same purpose. Many depredations have been committed along the river above this point of late, and several persons have been killed. I believe these robbers are Mexicans, and that the majority of them are from the other side of the river. There are probably several parties out stealing cattle and robbing ranches, but I can send no reliable information as to their numbers. I shall inform you of anything more definite."

DIO LEWIS TAKEN TO TASK.

The discussion on the subject of prohibitory liquor laws was resumed by the Methodist preachers at their regular weekly meeting yesterday. In reply to the assertions of Dio Lewis, made last week, that prohibitory statutes hindered rather than assisted the cause of temperance in Massachusetts and Maine, where they were in vogue, Rev. Dr. Porter said that such statements were totally erroneous; that owing to the inability to purchase liquor at many places, its consumption in the family circles, weddings, parties, &c., was a thing of the past. The last report of the Governor of Maine, which State Dr. Lewis reported as in a terrible condition, notwithstanding the existing laws against the liquor traffic, showed that during late years an increasing efficiency of the law has been manifest. Several attempts were made to open liquor stores, but were in every instance nipped in the bud, and the public sentiment has always been in favor of enforcing the law. Mr. A. M. Powell called attention to a resolution adopted by the Maine State Temperance Convention, held in September, condemning the "unfounded statements of Dr. Dio Lewis in regard to the Prohibitory law" in that State, and protesting against any further misrepresentations of the kind, placing, as they did, not only the temperance people, but the people of the State, in a false position, and tending to the manifest injury of the cause of temperance. Mr. C. C. Leigh spoke in favor of the organization of a distinct political party in the interests of prohibition. Mr. Meacham, the survivor of the Modoc massacre, invited the ministers to attend his lecture and entertainment at Robinson Hall.

PACIFIC MAIL.

THE CASE OF "BILL" KING—GEN. BUTLER'S ATTEMPT TO EXCLUDE TESTIMONY FROM THE GRAND JURY ROOM—MOTION IN THE CRIMINAL COURT.

WASHINGTON, March 29.—In the Criminal Court to-day, before Judge McArthur, Gen. B. F. Butler and Richard Harrington, counsel for Representative elect William S. King, called attention to the resolution of the House of Representatives passed at the last session and transmitted to the District Attorney, together with a copy of the testimony taken before the Committee on Ways and Means in the Pacific Mail investigation. This resolution instructed the District Attorney to lay before the Grand Jury such portions of said testimony as relate to the truth of the statements made by William S. King and John G. Schumaker. Gen. Butler stated that it was not proper or lawful that any testimony, papers, or affidavits should be laid before a Grand Jury which were not competent nor relevant to be laid before a Petit Jury. He cited several authorities, and asked the court to instruct the Grand Jury as to what evidence they should take cognizance of. He said that what was proposed to send to the Grand Jury was a mass of unverified affidavits, and cited from the trial of Aaron Burr that affidavit should not be taken when the personal attendance of a witness could be procured. The General contended that the book could not be sent before the Grand Jury as evidence.

Judge Fisher said the Government admitted the correctness of this view.

Judge MacArthur said the court could not decide the application unless he knew what the book or document was.

Gen. Butler—There are only 680 pages to be read before it can be decided.

District Attorney Fisher said that he understood the motion to be that the District Attorney could not lay the matter before the Grand Jury without the order of the court. He submitted that it was the province of the court to make an order sending the book to the Grand Jury, and that in obedience to the resolution of the House of Representatives he could send the book there. He referred to the oath taken by the Grand Jury, and said the affidavit could go before them. He did not propose to throw the book into the Grand Jury room, for they could not find an indictment on it unsupported by evidence. It would be for the purpose of enlightening them as to the nature of the charge. He would call their attention to what Mr. King had testified to, and then to what Mr. Schumaker and Mr. Coe had testified to. They propose to show to what Mr. King had sworn—that he had never received any money on account of the Pacific Mail subsidy—and to offer evidence to show that it was false. He submitted that the case of Aaron Burr was not the same as this. In that case the question was whether certain papers should be sent on which to find an indictment, and in this the question is a preliminary one to determine whether they shall prosecute the inquiry.

Mr. Harrington, for King, said there was another point in the case—the statute of limitations—and read from section 1,044, of the Revised Statutes, which provides that "no person shall be prosecuted, tried, or punished two years after," &c. The two years had expired on the 25th of February last.

Judge McArthur asked if something was not said about being a fugitive from justice.

Mr. Harrington replied that the law provided for this limitation unless the party was a fugitive from justice; but it was not pretended that Mr. King had been a fugitive. He had been Postmaster of the House, with his residence at Minneapolis, to which place he returned on the adjournment of the House. They claimed that it was the duty of the court to say to the Grand Jury that they could not examine this case, as to send a witness to a Grand Jury was a prosecution. Mr. Harrington discussed the question as to the kind of evidence to be sent to the Grand Jury, and urged that this book was not the kind of evidence to be sent to that body. Mr. Dawes' speech might as well be sent to them.

Gen. Butler—Yes, it would be much better.

Judge Fisher read from 1st Brightly, page 222, and said that this was not the stage of the case in which the question of limitation came in. It could be made in a plea in bar. It was well known that King was a fugitive from justice, a subpœna having been placed in the Sergeant at Arms' hands, which he [King] had evaded the service of. An indictment for perjury was wanted He [the District Attorney] asked to move for an express order to exhibit a bill of indictment against W. S. King for the crime of perjury in swearing [Lesley that said W. S. King had never directly or indirectly received any sum of money for advocating the passage of a bill, &c., and to send up a bill charging Mr. J. G. Schumaker with a similar offense.

Gen. Butler said that a great deal had been said about obeying the orders of the House of Representatives; that body was dead, and it might be said of it that a live jackass is better than a dead lion; that body was not like the Senate; it had no existence now. They were like every other mob of one hundred and more gentlemen; they had no judicial powers, although of late years it had amounted to about as much as a small police court. This report which it was proposed to send to the Grand Jury, was made on the last day of the session and never read. It had been stated that Mr. King was a fugitive from justice. He had evaded the process because he did not wish to give evidence which could be used in a case against him by the Pacific Mail Company to deprive him of his property. The Grand Jury were to inquire, &c., on legal evidence—not otherwise. To sending up witnesses they had no objection, but they might as well send the New-York *Sun* to the Grand Jury as this book to inform them. Gen. Butler submitted that there was no proviso now as to the fleeing from justice according to the Revised Statutes.

Judge Fisher said that the offense was committed before the revised statutes were adopted.

Gen. Butler—And the law under which they proposed to prosecute had been repealed. He had some diffidence, he said, in referring to the fact that a bill was hurried through the house—not high authority, but the best we had—in order to save the limitations, and the prosecutor himself had drawn up this bill. He thought he was right. As to fleeing from justice, King did not do so. Fleeing from the service of a subpœna was not fleeing from justice; he had fled from injustice. He would not object to competent witnesses going before the Grand Jury. Mr. King could be found at any time; he had no desire to flee except from a court of injustice. Having suffered outside of a court of justice, he hoped that he would not be made to suffer in a court of justice for an accusation based only on hearsay, rumor, and slander. If he was to suffer here, let it be on the testimony of competent witnesses.

Judge McArthur said that, without the application made by the District Attorney, he very much questioned the power of the court to interfere. There was no delegation of judicial power by the Constitution to either House of Congress, except in matters of contempt or impeachment. When either House attempts to make complaints, they should only have the same respect as is given to individuals of respectability. It struck him that the House of Representatives had no power, and never could have such power. Neither house is authorized to prosecute. There is no such thing as an informer before the Grand Jury. The application of the District Attorney was irregular, for the book was not testimony, and it would be incompetent to lay it before the Grand Jury. As to the statute of limitations which had been discussed, this could not be discussed at the present point, that point could be made by plea in bar. The case will now go to the jury in the usual manner.

PENNSYLVANIA BOARD OF PARDONS.

HARRISBURG, Penn., March 29.—The next meeting of the Board of Pardons will be held on Tuesday, the 4th of May, when by the accession of the Secretary of Internal Affairs the board will be fully organized as prescribed by the Constitution. At this meeting, in addition to the cases regularly upon the list, hearings will be had in the cases of Ambrose O. Lynch, of Allegheny County; Henry Bracelland, of Washington County; George Haynes, of Potter County, and Charles Laribee, of Venango County, severally convicted of murder, and wherein applications have been made for pardon or commutation of sentence to imprisonment for life.

THE JOHNSTOWN TRAGEDY.

UTICA, N. Y., March 29.—Eight of the jurors in the case of the Johnstown tragedy of March 6 have returned a verdict inculpating Charles Frederick Smith and others unknown in causing the death of Edward Yost, the victim. Three of the jurors returned a verdict that death was caused by persons unknown to them. Smith, who was formerly a partner of Yost, was arrested to-day on a warrant issued by the Coroner.

SUSPENSION OF S. P. BURT.

BOSTON, Mass., March 29.—A New-Bedford dispatch says that the banking-house of S. P. Burt, in that city, suspended this morning. The announcement created surprise, as the house hitherto was considered sound. The liabilities are $300,000, and the assets are claimed to be $450,000. They will pay in full if an extension is granted.

THE ICE-GORGED RIVERS.

THE SUSQUEHANNA.

THE RIVER RISING SLOWLY AT RENOVO—THE THAW ARRESTED—HOPES THAT THE ICE IN THE GLEN UNION GORGE WILL ROT AND PASS DOWN WITHOUT DOING DAMAGE.

Special Dispatch to the New-York Times.

RENOVO, Penn., March 29.—The river continues to rise slowly at this point, but otherwise there is no change to note. A cold spell set in last night and arrested the thaw which was sending the snow down from the mountains and swelling the volume of water in the river. Between 10 o'clock this morning and 5 o'clock this afternoon the rise in the river was only two and a half inches just above the Glen Union gorge. Hopes are entertained that if the warm rain, which usually falls about this time, keeps off for some time longer the ice in the Glen Union gorge will rot and gradually drift down in pieces sufficiently small to pass over the dams at Lock Haven and Williamsport. The river at the upper end of the highest gorge on the West Branch was yesterday seven feet above high-water mark. Below the gorge the river is two feet higher than above, showing that the water is coming through the gorge.

APPREHENSIONS OF A SUDDEN RISE OF THE RIVER AT LOCK HAVEN ALLAYED BY A CHANGE IN THE WEATHER.

Special Dispatch to the New-York Times.

LOCK HAVEN, Penn., March 29.—The apprehension of danger from the ice higher up the river, which was entertained last night on account of the threatened thaw, has in part been allayed by a change to colder weather. There was a slight frost during the earlier hours this morning, and it is hoped that as the river is gradually rising, and the Glen Union gorge slowly rotting, there will be water enough to carry the decayed ice over the Queen's Run dam without danger to the town. The principal cause for fear now lies in the fact that the lateness of the season will make the thaw very rapid when it does come.

THE RIVER AT WILLIAMSPORT SEVEN FEET ABOVE HIGH-WATER MARK—PARTIAL MOVEMENT OF THE ICE.

Special Dispatch to the New-York Times.

WILLIAMSPORT, Penn., March 29.—The river here rose somewhat over two feet to-day, and is now about nine feet above high-water mark. At Jersey Shore, a village situated about twelve miles above this city, the ice moved a short distance to-day. The work of cutting the ice is still continued. About noon to-day the ice, which had gorged below the Williamsport Railroad bridge, moved half a mile and again gorged. The Milton gorge remains stationary, and there has been to-day no change worthy of note between this point and the mouth of the West Branch.

THE GORGE AT WILKESBARRE UNCHANGED—THE RIVER RISING.

WILKESBARRE, Penn., March 29.—The ice-gorge in the Susquehanna River remains unchanged. The water has risen three feet nine inches since Saturday night.

RISE OF FIVE INCHES IN THE RIVER AT COLUMBIA.

COLUMBIA, Penn., March 29.—The water rose five inches during the night, and continues to rise slowly. The weather is clear and very warm.

THE DANGER AT PORT DEPOSIT REGARDED AS PAST.

PORT DEPOSIT, Md., March 29.—The ice gorge is channeling out rapidly. There is no perceptible rise in the river, and the people are hopeful that they will escape another freshet. The weather is bright and warm.

PORT DEPOSIT, Md., March 29.—The ice here is passing out of the river very nicely. There is already a channel open on the eastern side of Watson's Island, and it is expected that by morning most of the ice will be gone from the western channel. The river then will be almost clear of ice. The water has been rising slowly all day.

THE DELAWARE.

THE ICE GORGE AT DELAWARE WATER GAP.

DELAWARE WATER GAP, Penn., March 29.—The large ice-gorge near this point remains the same. The river is very low here, but on a gradual rise this morning. The railroad company have succeeded in cutting a channel through the long curves in the gap, which will undoubtedly lessen the strong resistance which was caused by the solid bed of ice which exists from thirty inches to three feet in thickness between the gap and the gorge at Shoemakers. The snow and ice are melting rapidly to-day, and should a sudden rain break over this part of the country, the inundation of the railroad is inevitable. In connection with the village of Water Gap, there is a part known as the "Island of Cuba," situated on low ground, and which is certainly doomed to be inundated by the back-water.

THE HUDSON RISING AT ALBANY.

ALBANY, N. Y., March 29.—The water in the river has risen again several inches, and in some places is up to the top of the docks; but the ice is very heavy and strong, allowing teams to cross in perfect safety.

CANADIAN NAVIGATION OPENING.

SARNIA, Canada, March 29.—The river is now open below Sombra. The steamer C. H. Blood has arrived at Port Huron from Algoma. A steamer commences to-day to run on the Sarnia and Wallaceburg route.

THE WEATHER.

SYNOPSIS AND PROBABILITIES.

WASHINGTON, March 30—1 A. M.—The barometer continues high on the Atlantic coast, with north-easterly or southerly winds, low temperature, and clear weather, except from Virginia to Georgia. Generally clear weather prevails in the remaining districts with easterly to southerly winds, and a slight rise of temperature. An area of low barometer is central in Iowa. Very heavy rain is reported at New-Orleans. The Mississippi River has risen at St. Louis and Vicksburg, and fallen at Keokuk. The Missouri has risen at Leavenworth.

PROBABILITIES.

For New-England, New-York and Pennsylvania, generally clear and warmer weather during the day, with east to south winds and high but falling barometer.

For the South Atlantic States and Virginia partly cloudy weather and light rains near the coast, with north-east to south-east winds, slight rise of temperature and high barometer.

For the Gulf States, Tennessee, and the Ohio Valley, generally clear and warmer weather during the day, with east to south winds and slight changes in barometer.

For the lake region, increasing cloudiness and rising temperature, with east to south winds and falling barometer, possibly followed by rain in the upper lake region.

For the North-west partly cloudy and cooler weather, with north-west to south-west winds, falling, followed by rising, barometer, and local rains north of Missouri.

The Central Mississippi and Lower Missouri Rivers will rise slowly.

IN THIS CITY.

The following record shows the changes in the temperature for the past twenty-four hours, in comparison with the corresponding date of last year, as indicated by the thermometer at Hudnut's Pharmacy:

	1874.	1875.		1874.	1875.
3 A. M.	37°	36°	3:30 P. M.	44°	50°
6 A. M.	35°	36°	6 P. M.	44°	44°
9 A. M.	35°	38°	9 P. M.	35°	38°
12 M.	37°	43°	12 P. M.	33°	36°

Average temperature yesterday.....40°
Average temperature for corresponding date last year.....37½°

WALKING AT THE HIPPODROME.

The first matinée and evening performances of the additional season of two weeks at Barnum's Hippodrome previous to the tour through the Eastern States, were given yesterday. The programme embraced the popular saddle and chariot races, and athletic and gymnastic performances, the entire *melangé* being sandwiched between two visions of oriental splendor—the court scene from "Blue Beard," and the "Fête at Pekin." In addition to these attractions, a spirited walking match took place between William E. Harding and Mlle. Lola, a lady pedestrian, in which Harding engaged to walk fifty miles to the lady's thirty in ten hours and a half. Harding started on his journey at 12:06 o'clock and the lady at 12:37. The former made the first mile in 9:20, the second in 9:25; third, 8:13; and the first ten miles in 1:41:10. He accomplished his twenty-fifth mile at 5:27:07 o'clock, thirty-fifth mile at 7:48:44 o'clock, forty-fifth mile at 9:56:15 o'clock, and the fiftieth mile at 10:55:57, 49 minutes 57 seconds behind the time. Lola had walked her first five miles at 2:0:34 o'clock, the tenth at 3:50.10, twentieth at 7:16.08, and the thirtieth at 10:37, thus accomplishing her task within the specified time, and defeating her opponent. Harding's actual walking time was 9 hours, 38 minutes, and 34 seconds; Lola's actual walking time, 8 hours, 29 minutes, and 23 seconds. Lola's average time in making each mile was about thirteen minutes.

DISTURBANCES IN THE COAL REGIONS.

A THREATENING STATE OF AFFAIRS—AN ARMED MOB ATTACK AND DISARM POLICEMEN, AND COMPEL WORKMEN TO QUIT WORK.

MAUCH CHUNK, Penn., March 29.—Intelligence was received here this morning about 9 o'clock of an outbreak in the collieries at Buck Mountain, Eckley, Drifton, Jeddo, Ebervale, and Hazleton, by a large mob of miners in a state of frenzied excitement. They started simultaneously at Buck Mountain and Eckley, with the determination to visit all the mines in their neighborhood. They disarmed the special Police force from Philadelphia stationed at Buck Mountain, and took the arms, sixteen-shooters and revolvers, with them. They then went to Jeddo, where Policeman King was shot in the head, but not fatally wounded, and Policemen Warner and Meyer were badly beaten with clubs and their weapons taken away. At each place visited, viz., Eckley, Drifton, Jeddo, and Ebervale, the men were forced to go with them. They also called at Mount Pleasant colliery, with the avowed determination to compel the men to quit work, although Mr. Taggart is paying those in his employ the rates of 1874. The men quit work and joined the mob. No damage has been done to property at the latter place so far. The mob marched through Hazleton, at 2:20 P. M., where Father O'Hara, the Roman Catholic priest, advised and exhorted them to return peaceably to their homes. This advice was heeded, and at last accounts the raiders were quietly disbanding. The general feeling is if the miners continue this outrageous conduct the operators should call on the Governor for troops, and having gone so far the time has come for vigorous measures for the safety of life and property.

OBITUARY.

LAZARUS HALLGARTEN.

The death was announced yesterday of Mr. Lazarus Hallgarten, the head of one of the oldest banking-houses in the City. The announcement was received with surprise, as Mr. Hallgarten's illness was not generally known, having been of very short duration. It was pneumonia. Mr. Hallgarten was born in Mainz, South Germany, in 1805, making his age sixty-nine years past. He was educated for the bar, and left Germany after the revolution of 1848, in which he took part. After spending two years in France and England he came to this country and established himself in business as a note broker and banker. When the war broke out the firm of Hallgarten & Herzfeld was established, and was exceedingly successful. In 1867 Mr. Herzfeld retired, and Mr. Hallgarten's two sons were admitted to partnership under the name of Hallgarten & Co., the firm now existing. Mr. Hallgarten resided at No. 9 East Tenth street. He leaves three sons and two daughters.

JUDGE JOHN A. STEMMLER.

Judge John A. Stemmler, lately deceased, was born in the Palatinate of Bavaria in the year 1806, and was, therefore, in the seventieth year of his age. His academic education was received at Mayence, after which he pursued a course of study in the Universities of Munich and Heidelberg. In the year 1829 he took a leading part among the students who had imbibed ultra liberal ideas, and rebelled against the constituted authorities. To escape punishment, he was obliged to leave his country. Coming to this City, he read law in the office of the father of Judge John R. Brady, at the same time filling the position of correspondent of the Augsburg *Allgemeine Zeitung*. He subsequently became editor and proprietor of the *Staats Zeitung*, in this City. In the year 1863 Mr. Stemmler was elected Justice of the Seventh District Court, and was re-elected in 1869. A short time ago he was obliged by illness to vacate his seat on the bench. The obsequies will be held this morning from his late residence, No. 129 East Seventy-first street.

The Justices of the Civil District Courts took suitable action yesterday in relation to the death of their late associate, and will attend his funeral.

DRY GOODS. DRY GOODS.

OPENING DAYS

AT

LORD & TAYLOR'S,

Tuesday and Wednesday, March 30 and 31.

FINANCIAL.

VERMILYE & CO.

BANKERS,

16 and 18 Nassau st., New-York.

DEALERS IN ALL ISSUES OF GOVERNMENT SECURITIES.
NEW-YORK CITY AND BROOKLYN BONDS.
BUY AND SELL ON COMMISSION
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Issue CIRCULAR NOTES and LETTERS OF CREDIT for TRAVELERS IN EUROPE AND THE EAST, available in all the principal cities; also for use in the United States, West Indies, &c. TELEGRAPHIC TRANSFERS to LONDON, PARIS, CALIFORNIA, HAVANA, MEXICO, CHINA, JAPAN, &c.

Accounts of Banks, Bankers, and others received.

ADRIAN H. MULLER, Auctioneer.

EXECUTOR'S SALE OF STOCKS AND BONDS.

ADRIAN H. MULLER & SON will sell at auction on WEDNESDAY, March 31, at 12:30 o'clock, at the Exchange Sales-room, No. 111 Broadway,

BY ORDER OF EXECUTOR.

50 shares New-York Life Insurance and Trust Company, $100 each.
355 shares United New-Jersey Railroad and Canal Corporation, $100 each.
500 shares Delaware and Hudson Canal Company, $100 each.
200 shares New-York Gas-Light Company, $100 each.
205 shares Bank of America, $100 each.
88 shares Eagle Fire Insurance Company, $40 each.
118 shares New-Jersey Central Railroad Company, $100 each.
100 shares Washington Life Insurance Company, $100 each.
50 shares New-York State Loan and Trust Company, $100 each.
50 shares Sterling Fire Insurance Company, $100 each.

OFFICE OF THE SECOND AVENUE RAILROAD COMPANY, NEW-YORK, March 19, 1875.

THE ANNUAL MEETING OF THE STOCKholders of the Second Avenue Railroad Company, for the election of Directors and Inspectors of Election for the ensuing year, will be held on MONDAY, April 5, 1875, at the office of the company, corner of 2d av. and 63d st.

Polls open at 12 M. and close at 1 o'clock P. M.

The transfer-books will be closed March 25, and be reopened April 6.

HARVEY H. WOODS, Secretary.

OFFICE OF PENNSYLVANIA COMPANY, PITTSBURG, PENN., Dec. 5, 1874.

NOTICE IS HEREBY GIVEN TO THE HOLders of the Third Mortgage Bonds of the Cleveland and Pittsburg Railroad Company maturing May 1, 1875, that the Pennsylvania Company, in charge of the Cleveland and Pittsburg Railroad, under its lease to the "Pittsburgh, Cincinnati and St. Louis Railway Company," are prepared to pay, at the Farmers' Loan and Trust Company, in the City of New-York, all of the said bonds on and after DEC. 15, 1874, at par and interest to the date of presentation, at any time before maturity.

THOMAS A. SCOTT, President.

MARIPOSA LAND AND MINING COMPANY.

Persons holding certificates of the Preferred and Common Stock in the Mariposa Land and Mining Company will please take notice that an assessment of one dollar per share has been levied, payable on or before April 14, 1875, at the principal office in San Francisco, or at No. 9 Nassau st., New-York; indorsement will be made upon the certificates when paid. For full particulars inquire at the office.

MORRIS H. SMITH, Assistant Secretary.

NEW-YORK, March 23, 1875.

OFFICE OF THE UNITED STATES ROLLING STOCK CO., Nos. 74 AND 76 WALL STREET, NEW-YORK, March 8, 1875.

AN ADJOURNED MEETING OF THE STOCKholders of this Company will be held at its offices, Nos. 74 and 76 Wall street, at noon of WEDNESDAY, the 21st day of April, 1875, to receive the report of the committee appointed at the meeting of Feb. 4, and for the transaction of such other business as may be brought before the meeting.

WM. R. GUION, Chairman.

A. HEBERISCH, Secretary.

OFFICE OF PANAMA RAILROAD COMPANY, Nos. 59 AND 61 WALL ST., NEW-YORK, March 22, 1875.

THE ANNUAL ELECTION FOR THIRTEEN (13) Directors of the Panama Railroad Company will be held at the office of the company, Nos. 59 and 61 Wall st., on MONDAY, the 5th day of April next.

The polls will open at 12 M. and close at 2 P. M.

Transfer books will close on the afternoon of 25th inst., and reopen on the morning of 6th prox.

P. W. G. H. BELLOWS, Secretary.

BONDOUT AND OSWEGO RAILROAD

Company First Mortgage Bondholders are requested to sign the agreement for the purchase of the property, and deposit their bonds with the Farmers' Loan and Trust Company, before the 5th of April next, as the sale will take place on the 15th of April, 1875.

ST. LOUIS, Mo., March 3, 1875.

THE ANNUAL MEETING OF THE STOCKholders of the St. Joseph and St. Louis Railroad Company, for the election of Directors, will be held on THURSDAY, April 29, 1875, at the office of the company, in the Third National Bank Building, No. 417 Olive st.

By order of the Board of Directors.

N. E. GOULDY, Secretary.

CORNER WALL AND BROAD STS., NEW-YORK, March 27, 1875.

LOUISVILLE AND NASHVILLE RAILROAD CONSOLIDATED MORTGAGE BONDS.—Coupons from above bonds due 1st of April prox. will be paid upon presentation at our office on and after that date.

DREXEL, MORGAN & CO.

$11,000.—$6,000 CASH AND $5,000 to remain on first mortgage, will buy a handsome home in the country, well furnished; gas, range, &c.; cost owner $13,000 to buy and furnish during past year; picture furnished. Address OWNER, Lock-box No. 28, Sing Sing, N. Y.

THE TRUSTEES OF THE McARTHUR Mining Company are requested to attend a meeting on April 6, 11 o'clock, at office of company, No. 468 Broadway, New-York.

N. S. W. VANDERHOEF, Secretary.

March 27, 1875.

THE BONDHOLDERS OF THE WEST WISCONSIN RAILWAY COMPANY are requested to call at or communicate with the office of the company, No. 74 Broadway, in relation to the proposed plan of funding the coupons as recommended by the Committee of Bondholders.

F. E. TROWBRIDGE, Secretary.

ELIZABETH CITY BONDS DUE APRIL 1 will be paid on presentation, on and after that day, at the Farmers' Loan and Trust Company.

Bonds of the City of Elizabeth are for sale at the office of W. B. Meeker & Co., No. 29 Wall st.

HENRY AITKEN, Financial Agent.

7, 8, AND 10 PER CENT.

Choice City bonds and other A 1 investment securities our specialty 23 years, paying 10 to 15 per cent; interest promptly paid for sale below par.

ALBERT H. NICOLAY & CO., Stock Brokers and Auctioneers, 43 Pine st., New-York.

DELAWARE AND HUDSON CANAL COMPANY BONDS A SPECIALTY, and bought by the old-established house of ALBERT H. NICOLAY & CO., Stock Brokers and Auctioneers, No. 43 Pine st., New-York.

BROWN BROTHERS & CO., NO. 59 WALL ST., ISSUE COMMERCIAL and TRAVELERS CREDITS AVAILABLE in all PARTS of the WORLD.

ATLANTIC, COMMERCIAL, UNION, New-York and Orient Marine Insurance Scrips wanted by WILLIAM C. GILMAN, No. 46 Pine st.

FINANCIAL.

LINCOLN PARK BONDS.

(CHICAGO.)

Issue of $900,000 7 p. c. Sinking Fund Bonds BY THE TOWN OF NORTH CHICAGO AND THE COMMISSIONERS OF LINCOLN PARK,

INTEREST COUPONS 1st APRIL and 1st OCTOBER, payable at the AMERICAN EXCHANGE NATIONAL BANK, in New-York.

BONDS MATURE April 1, 1895, and may be registered at said bank in name of owner, if desired.

SINKING FUND of $50,000 annually, beginning April 1, 1878, will cancel bonds by purchase at or under 101, or if not purchasable at that price, by annual drawings at par.

THE INTEREST is provided for by an annual tax on all the property, real and personal, of North Chicago, the real estate, separate from the Park, being assessed for taxation at $26,152,227. Such assessment, as well as the property of the town and the land in the Park, are all, by the State law of June 16, 1871, irrevocably pledged for the security and redemption of these bonds.

THE PRESENT *issue* is the *only debt* of the *town*, and by the Constitution the debts of towns are restricted to five per cent. of the taxable valuation.

THE TOWN OF NORTH CHICAGO is that part of the City of Chicago which lies north and east of the Chicago River, fronting Lake Michigan, and by the State law is empowered to issue bonds for this purpose.

THE VALUE OF THE LAND in the Park, within the town limits, is over $4,000,000, and a sum of $400,000 has been expended on its improvements. An annual tax is provided for its further improvement and maintenance.

THE TITLE to all the land in the Park is held by the Park Commissioners in fee, clear of any incumbrance, with the exception of seventy-five acres, the acquisition of which was a necessity to the Park, and for the payment of which the proceeds of this issue of bonds are to be applied.

Messrs. WINSLOW, LANIER & CO., and MORTON, BLISS & CO., are authorized by the undersigned, Commissioners of Lincoln Park, to offer the above described bonds for sale, and to receive proposals until THURSDAY, the 8th day of April, at noon, to purchase any part of the same, reserving a minimum price of ninety-five per cent. and accrued interest, below which no offers will be accepted.

THE AWARDS will be first made to the highest bidders, and in case of applications exceeding the amount offered, the remainder after such first sales will be distributed pro rata to the next highest and equal bids.

THE BONDS are now ready for delivery, but those who desire to defer payment till May 8, for one-half or three-fourths of their purchase, can do so by an adjustment of interest for such delay.

FORMS OF PROPOSALS and copies of the laws, with the opinion of counsel, as well as any other information, may be had on application to

WINSLOW, LANIER & CO., No. 27 Pine st., New-York, or to
MORTON, BLISS & CO., Drexel Building, New-York.

F. H. WINSTON, A. C. HESING, E. F. CULVER, JACOB REHM, JOSEPH STOUKTON, Commissioners of Lincoln Park.

March 25, 1875.

REAL ESTATE SECURITY IN NEGOTIABLE FORM.

SIX PER CENT. THIRTY YEARS GOLD BONDS, WITH COUPONS, REGISTERED OR UNREGISTERED OF THE REAL ESTATE TRUST COMPANY OF THE CITY OF NEW-YORK.

PRINCIPAL AND INTEREST PAYABLE IN GOLD IN NEW-YORK, OR AMSTERDAM, HOLLAND, at the option of the holder, interest payable 1st day of January and July.

THESE BONDS ARE NOW OFFERED FOR SALE AT PAR IN CURRENCY AND ACCRUED INTEREST, AT THE COMPANY'S OFFICE, NO. 17 NASSAU ST., NEW-YORK.

The PAYMENT of the Bonds at maturity is SECURED by the pledge of Bonds and Mortgages owned by the Company upon real estate which, at all times, are in the custody of Messrs. AUGUST BELMONT and JAMES P. MORTON, Trustees, with the ADDITIONAL SECURITY of the capital of the Company, of $1,000,000.

W. V. S. ST. VENSON, President.
THOMAS A. DAVIES, Vice President.
WILLIAM L. ELY, Secretary.
HENRY E. DAVIES, No. 120 Broadway, Counsel.

SAVINGS BANKS.

MECHANICS' AND TRADERS' SAVINGS INSTITUTION, No. 283 BOWERY, NEAR HOUSTON ST.

DEPOSITS MADE ON OR BEFORE APRIL 1 will draw interest from the 1st of April.

Interest allowed on all sums from $5 to $10,000.

Open daily from 10 A. M. to 3 P. M., and on MONDAYS and WEDNESDAYS from 10 to 7.

A. T. CONKLIN, President.
H. C. FISHER, Secretary.

AUCTION SALES.

MASTER'S SALE.

By virtue of the joint decree of the Circuit Court of the United States for the District of Indiana, and of the Circuit Court of the United States for the Southern District of Illinois, made in the suit of the Union Trust Company, of New York, against the Indiana and Illinois Central Railway Company, in execution of the trust deed made by the defendant corporation to the complainant of date the 1st July, 1871, I will, on the 26TH DAY OF APRIL 1875,

at the door of the court-room of the United States Courts, in the Government building, in the City of Indianapolis and State of Indiana, and between the hours of 10 o'clock in the forenoon and 4 o'clock of the afternoon, offer for sale to the highest bidder for cash and singular the railroad of the said Indiana and Illinois Central Railway Company, as the same is and shall hereafter be constructed, extending from the City of Indianapolis, in the State of Indiana, to the City of Decatur, in the State of Illinois, a distance of one hundred and fifty-one miles, together with all lands, tenements, and hereditaments acquired or to be acquired for the rights of way for the said railroad, and all the appurtenances thereto belonging; and also all lands acquired or appropriated for depots, superstructures, buildings erections, and fixtures on the said line of railway, and all trucks, bridges, viaducts, culverts, fences, and all houses, buildings, and superstructures thereon or appertaining thereto, and all other property, real or personal, now owned or to be acquired by said railway company for the construction, operation, or management of said railroad, including all locomotives, tenders, cars, and other rolling stock and equipments, and machinery, tools, materials, and all and singular the other personal property of every nature, kind, and description whatever belonging to the said railway company; and also all the franchises, powers, rights, and privileges now owned, possessed, or hereafter acquired for the construction, maintenance, and operation of its said railroad."

The sale will be for cash in hand; provided, that should said property be purchased by the complainant or some bond creditor in behalf of himself and all other bond creditors of said railway company, I am in such case, by the terms of said decree, required to accept in pro rata payment of any sum bid, and for the purchase-money, (except as to the costs and expenses of sale, all of which must be paid in cash,) the surrender and delivery of the mortgage bonds of said Indiana and Illinois Central Railway Company, issued under the mortgage foreclosed in said decree, together with the accompanying coupons, in proportion on the one hand to the sum due on such surrendered bonds and coupons sears to the whole sum due upon the whole issue of said bonds and coupons. And for the pro rata in cash required to satisfy the holders of bonds and coupons not so surrendered in payment of such bid, and until the same shall be adjusted and determined, I am authorized to receive the bond of the buyer in such penalty and with such sureties as may be adequate, conditioned that such sum be paid promptly into the Registry of the Circuit Court of the United States for the District of Indiana.

J. D. HOWLAND, Master in Chancery.
MCDONALD & BUTLER, Solicitors of Complainant.
INDIANAPOLIS, Feb. 7, 1875.

TO MANUFACTURERS OF DRESS TRIMMINGS.

RECEIVER'S SALE of Chancery of New-Jersey.—Between HUGO SUTRO, complainant, and GUSTAVE AUBERT, defendant.—On bill, &c.—Pursuant to an order issued out of the Court of Chancery of New-Jersey made in the above-stated cause, bearing date the 16th day of March, A. D. 1875, the undersigned, Receiver appointed in said cause, will sell at public auction, on WEDNESDAY, the 31st day of March, A. D. 1875, at 10 o'clock in the forenoon, at No. 220 Market st., Newark, N. J., the entire machinery, tools, and implements appertaining to and used in the manufacture of silk braids, cord, and dress and cloak trimmings, formerly carried on by them, consisting of braiding machines, machine tables, shafting, belting, pullies, hangers, card-winders, stock-tables, &c. Also, the materials for such manufacture. An inventory of the property can be examined at the office of the undersigned.

E. N. MILLER, Receiver, No. 782 Broad st., Newark, N. J.

FOR SALE.—THE ENTIRE STOCK OF THE LATE firm of Jessup & Co., consisting of fine READY-MADE CLOTHING, all manufactured by them within the last ten months, FURNISHING GOODS AND PIECE GOODS.

Also, the fixtures in store No. 256 Broadway, and the notes and accounts outstanding.

The goods are now ready for examination. Sealed bids will be received till THURSDAY, April 1, at 2 P. M., at the store of the late firm, addressed to CHARLES ABERNETHY, Trustee in Bankruptcy.

A. MERWIN, Auctioneer.

BANGS, MERWIN & CO., Nos. 656 BROADway, will sell, on WEDNESDAY at 4 P. M., a collection of autograph letters, &c., and on THURSDAY and FRIDAY many rare and valuable books, elegantly illustrated and expensively bound.

WINES, LIQUORS, &C.

OPENED.—THE "SHADES," KNOWN FOR THE past twenty-five years as JOHN C. FORCE'S SHADES, with the choice stock of ales, wines, liquors, &c. The collection of Paintings on view.

WIDOW OF THE LATE JOHN C. FORCE, No. 152 Pierrepont st., Brooklyn.

SITUATIONS WANTED.

FEMALES.

THE NEW UP-TOWN OFFICE OF THE TIMES.

THE TIMES has established a new Up-town Branch Office for the sale of papers, the reception of advertisements and subscriptions, and the transaction of any business in connection with the paper. It is located at

No. 1,957 Broadway, between 31st and 32d sts.,

and is open daily, Sundays included, from 4 A. M. to 9 P. M.

ADVERTISEMENTS RECEIVED UNTIL 9 P. M.

AT PELTON & CO.'S, NO. 645 6TH AV., near 38th st., (formerly with Bedell,) employers will find a large number of very superior servants, Protestants and Catholics, male and female, City and country.

A LARGE NUMBER OF FIRST-CLASS German servants at MRS. LOWE'S German Bureau, removed to 131 East 13th st., between 3d and 4th avs.

CHAR-WOMAN.—BY A RESPECTABLE WOMAN to go out to do day's work for respectable families. Apply at No. 137 7th av., between 18th and 19th sts.

CHAMBER-MAID AND WAITRESS.—BY A young English girl; has first-class City reference, and will endeavor, by being faithful in the discharge of her duties, to merit a good home; no objection to the country. Call at No. 106 6th av., between 8th and 9th sts.

CHAMBER-MAID.—BY A GERMAN GIRL, AS chamber-maid or seamstress; willing to take both works, and will give satisfaction; has good reference; willing to go the country, and wants a steady place. Apply at No. 106 6th av., between 8th and 9th sts., up stairs.

CHAMBER-MAID AND WAITRESS.—BY A quiet, reliable Protestant girl, who is a quick, orderly chamber-maid and a good waitress; understands the care and cleaning of silver, glass, &c.; has best City reference. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

CHAMBER-MAID AND WAITRESS.—BY A respectable young woman in a small private family; has the best City reference from last employer. Call or address No. 111 West 13th st., in the rear, first floor.

CHAMBER-MAID, &c., SEAMSTRESS, &c.—By two competent and respectable girls. (Protestants,) one as chamber-maid and to do fine washing, the other as seamstress and to assist in chamber work. Call at No. 321 West 41st st.

CHAMBER-MAID.—BY A RESPECTABLE YOUNG girl as chamber-maid and waitress in a private family; no objection to private boarding-house; City reference if required; willing and obliging. Apply at No. 339 East 22d st., third floor, front.

CHAMBER-MAID.—BY A RESPECTABLE GIRL, (Protestant,) in a private family; would go chamber-work and fine washing; no objection to the country for the Summer; unexceptionable City references. Call for two days at No. 321 West 41st st.

CHAMBER-MAID.—BY A NEAT, TIDY YOUNG girl as chamber-maid or waitress; has best of City reference; four years in her last place, and the lady can be seen. Call at No. 202 East 48th st., between 2d and 3d avs.

CHAMBER-MAID.—BY A NEAT AMERICAN young woman as chamber-maid and seamstress; can operate and do embroidery, and care children; best City reference. Call at No. 205 West 27th st., near 7th av.

CHAMBER-MAID.—BY A YOUNG GIRL AS chamber-maid, and who is willing to assist with children. Call at No. 52 East 34th st., from 11 to 2, for two days.

CHAMBER-MAID.—BY A NORTH GERMAN GIRL as chamber-maid, and to do sewing in a private family; City references. Call or address, No. 258 West 41st st.

CHAMBER-MAID.—BY A RESPECTABLE YOUNG girl as chamber-maid and waitress in a small private family, or to take care of children; good City reference. Call at No. 403 West 40th st.

CHAMBER-MAID.—BY A YOUNG GIRL AS chamber-maid, or would assist in waiting; no objection to going to the country; best City reference. Call at No. 331 West 26th st., third floor.

CHAMBER-MAID.—BY A RESPECTABLE GIRL to do chamber-work, washing, and ironing, or would do house-work; willing and obliging; City or country; good references. Call at No. 121 West 46th st.

CHAMBER-MAID.—BY A YOUNG WOMAN AS chamber-maid, or as chamber-maid and waitress; no objection to a first-class boarding-house; good references. Address or call in store No. 304 West 38th st.

CHAMBER-MAID.—BY A NEAT, ACTIVE young woman as chamber-maid and waitress or chamber-maid and washing or sewing; best City reference. Call at No. 205 West 27th st., near 7th av.

CHAMBER-MAID.—BY A RESPECTABLE YOUNG woman, as chamber-maid and waitress; can give good City reference. Call at No. 347 East 17th st., in the store.

CHAMBER-MAID.—BY A COMPETENT YOUNG girl as chamber-maid and waitress, or will assist with washing and ironing; good City reference. Call at No. 163 West 56th st.

CHAMBER-MAID.—BY A FIRST-CLASS PROTestant English chambermaid and plain seamstress; or will travel in a lady's family. Can be seen at No. 1,233 Broadway, French Office.

CHAMBER-MAID AND WAITRESS.—BY A German young woman; is fully competent, and has excellent City reference. Apply at No. 131 East 13th st., between 3d and 4th avs.

CHAMBER-MAID.—BY A RESPECTABLE GIRL as chamber-maid and waitress; is willing and obliging; best City reference. Apply at No. 159 East 28th st., for two days.

CHAMBER-MAID.—BY A NEAT, TIDY YOUNG girl to do chamber-work and washing; has two years' good City reference. Call at 222 West 30th st.

CHAMBER-MAID AND SEAMSTRESS.—IS a good operator on different machines; two years' good City reference. Call at 107 West 53d st., top bell.

CHAMBER-MAID.—BY A RESPECTABLE young girl as chamber-maid and waitress; best City reference. Apply at No. 156 West 28th st.

CHAMBER-MAID.—BY A FIRST-CLASS CHAMber-maid; can be seen at her present place, and highly recommended. Apply at 34 West 33th st. to-day.

COOK.—BY AN ENGLISH YOUNG WOMAN; THOroughly understands French, English, and other first-class cooking; meats, game, fowls, fish, soups, pastries, creams, boning, larding, gets up all kinds of nice side dishes, &c.; has exceptionable testimonials; sober, honest, very neat, kind, and obliging; country or City. Apply at Bookham's, No. 307 4th av., near 23d st.

COOK, &c.—CHAMBER-MAID, &c.—BY two well-experienced girls, who desire to do the work of a family between them; cook understands her business well; is a good bread and biscuit maker and a nice washer and ironer; chamber-maid is neat and tidy, and a good waitress; is also a good seamstress; best recommendations. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

COOK AND LAUNDRESS—HEAD LAUNDRESS.—By two American Protestant women; City or country; hotel or institute. (or linen-room or store-room,) &c.; together or separate; have good references for capacity, correctness, &c. Can be seen at the Home Bureau, No. 138 6th av.

COOK.—BY A FIRST-CLASS COOK (SWEDE) FOR private family; best of reference; willing to assist with washing; soups, bread, pastry, &c.; a willing, respectable woman, whose reference can be seen; City or country; understands milk and butter. Apply at No. 106 6th av., between 8th and 9th sts., up stairs.

COOK AND HOUSE-WORK.—BY TWO PROTestant sisters; together or separate; City or country; one is good cook and competent washer and ironer; one is a good house-maid, waitress, &c.; good references. Can be seen at the Home Bureau, No. 138 6th av., above 10th st.

COOK.—BY A NEAT YOUNG WOMAN AS COOK; can get up a nice family dinner; is a good baker; would not object to do a part of the washing; can furnish excellent references from her last place. Call at French Bureau, No. 621 6th av., between 36th and 37th sts.

COOK — WAITRESS.—BY A RESPECTABLE woman as first-class cook in a private family; no objection to a short distance in the country; also a young girl as waitress both have first-class references. Call at the scouring establishment, No. 1,466 Broadway, between 42d and 43d sts.

COOK.—BY A PROTESTANT WOMAN AS FIRST-class cook in a private family; thoroughly understands her business in all its branches; has lived with some of the first-class families in the City; best City references. Call at No. 715 6th av., in the millinery store.

COOK, WASHER, AND IRONER.—BY A strong young woman, as good family cook; makes good soups, desserts, roasts, &c.; also, an excellent laundress, a good bread baker, and can furnish excellent reference. Apply at Odell's Agency, No. 109 West 34th st., corner Broadway.

COOK.—BY A YOUNG WOMAN AS FIRST-CLASS cook; understands all kinds of nice soups, desserts, jellies, &c.; makes superior bread and biscuit, also pastry; can furnish the very best reference. Apply at Odell's Agency, 109 West 34th st., corner Broadway.

COOK AND LAUNDRESS, OR GENERAL SERVANT.—By a neat, industrious girl; is a good cook and excellent washer and ironer; a reliable, respectful, and economical servant; highly recommended; City or country. Call at No. 115 Atlantic st., Brooklyn.

COOK.—BY A GERMAN PROTESTANT WOMAN AS first-class cook; understands French, English, and German cooking in all its branches thoroughly, and has best City references. Apply at No. 131 East 13th st., betwee 3d and 4th avs.

COOK.—BY A QUIET, RESPECTABLE PROTESTant woman, who understands her business in every branch; is a good meat cook, also good baker and pastry cook; has best recommendations. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

COOK—CHAMBER-MAID.—BY TWO RESpectable Presbyterian women, together; one to cook, wash, and iron, and the other chamber-work and waiting; the best of references can be given. Call at No. 329 3d av.

COOK.—BY A RESPECTABLE GERMAN WOMAN (with one child) to cook, wash, and iron, or would do the work for a small private family; has good City references. Address C. A., Box No. 319 TIMES UPTOWN OFFICE, NO. 1,257 BROADWAY.

COOK.—BY AN ENGLISH WOMAN AS GOOD Cook: is a good bread and pastry baker and makes desserts; will do the coarse washing if required; no objection to go a short distance in the country; good City references. Call at No. 160 Spring st.

COOK.—BY A PROTESTANT ENGLISH WOMAN as first-class cook; understands her business thoroughly; has good City reference; no objection to the country. Can be seen at No. 69 4th av., between 9th and 10th sts.

COOK, WASHER, AND IRONER.—BY A RESpectable young woman; is a good cook and laundress; willing and obliging; has excellent City reference. Call at No. 131 East 13th st., between 3d and 4th avs.

COOK AND WAITRESS — CHAMBER-MAID and Seamstress.—By two competent girls; the cook is a good baker and makes good soups; both are competent; highly recommended. Call at No. 621 6th av., between 36th and 37th sts

SITUATIONS WANTED.

FEMALES.

COOK.—BY A COMPETENT WOMAN, AS COOK; understands soups, meats, and is a good baker; would like to go to the country for the Summer months; city references. Call at No. 297 8th av.

COOK.—BY A GOOD COOK, WOULD ASSIST WITH the washing; best City reference; no objection to a boarding-house. Apply at No. 159 East 28th st, for two days.

COOK.—BY A PROTESTANT WOMAN AS PLAIN Cook and to assist with the washing in a small private family; good City reference. Call at No. 343 West 37th st., second floor, front room.

COOK.—BY A RESPECTABLE GIRL; IS A GOOD Cook; would assist with the washing and ironing; has best City reference. Apply at No. 411 East 29th st., third floor.

COOK.—BY A FIRST-CLASS ENGLISH PROTESTANT Cook, with the best of City references; is equal to a chef in artistic cookery. Can be seen at No. 1,233 Broadway, Boogrand's French office.

COOK.—BY A FIRST-CLASS FAMILY COOK, either in City or country; has good City references. Seen at French Office, No. 1,233 Broadway.

COOK.—BY A COMPETENT PERSON AS GOOD Cook, in a private family; excellent washer and ironer; best City references. Call at 455 West 33d st.

COOK.—BY A YOUNG WOMAN AS COOK AND coarse washing; best references from her employer. Apply at No. 117 Greenwich av.; ring one bell.

COOK.—BY A FIRST-CLASS COOK; HAS FIRSTclass City references. Call or address No. 63 West 33d st.

COOK.—BY A YOUNG WOMAN AS FIRST-CLASS Cook; would do the coarse washing; City reference from her last place. Call at No. 213 West 18th st.

COOK.—A RESPECTABLE GIRL, AS PLAIN COOK and assist at washing. Apply at No. 217 East 29th st., Room No. 3.

COOK.—BY A FIRST-CLASS COOK; CAN BE SEEN at her present employer's, No. 57 West 38th st.

COOK.—BY A FIRST-CLASS FRENCH COOK IN A private family. Address 703 6th av., in the store.

DRESS-MAKING.—A SUPERIOR CUTTER AND thorough French fitter of ladies' dresses and cloaks; will give the newest styles of the season; understands trimming, and will guarantee a perfect fit; prices moderate; will go out by the day, week, or month. Call for two days at No. 224 West 32d st.; ring third bell.

DRESS-MAKING.—BY A FIRST-CLASS DRESSmaker, in a first-class family; understands all kinds of family sewing; can operate on Wheeler & Wilson's machine; has a good knowledge of hair-dressing; reference given, or work can be seen. Apply at No. 288 3d av., in fancy store.

DRESS-MAKING.—A COMPETENT DRESSmaker wishes a few more engagements by the day or week; City or country; can cut and fit. Call on Monday at No. 117 West 11th st., basement.

DRESS-MAKING.—BY A FIRST-CLASS DRESSmaker, a few more customers by the day; can cut and fit, and trim; City reference. Call at No. 369 6th av., between 22d and 23d sts.

DRESS-MAKING.—BY A FIRST-CLASS DRESSmaker, the work of a few families by the day; first-class City reference. Apply at No. 213 6th av., near 14th st.

DRESS-MAKING.—MISS BARBEE, AN OLD, EXperienced dress-maker, will go out by th day or work at home. Call at No. 745 6th av., near 42d st.

GOVERNESS.—BY A YOUNG SWEDISH GIRL AS nursery governess, companion, or lady's maid; speak French and English, and give lessons on piano; dress hair, cut and fit; three years' reference from last place. Call or address 237 West 33d st., for one week.

HOUSE-WORK.—BY A YOUNG SWEDE GIRL (twelve years' reference) as general servant; is a good laundress and plain cook; makes bread, rolls, &c., and wants a steady place; speaks English fluently; City or country; understands milk and butter. Call at No. 106 6th av., between 8th and 9th sts., up stairs.

HOUSE-WORK.—BY A WILLING, WELL-TEMpered young girl, who is a good plain cook and a nice washer and ironer; is willing to make herself generally useful wherever her services may be required; has good recommendations. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

HOUSE-WORK.—BY A VERY NEAT, TIDY English girl in a good family to do the general work; is a good plain cook and laundress, and likes children; no objections to the country. Call at No. 106 6th av., between 8th and 9th sts., up stairs.

HOUSE-WORK.—BY A RESPECTABLE YOUNG woman to do down-stairs work and assist with the washing; best City reference. Call at No. 242 West 55th st.

HOUSE-WORK.—BY A GERMAN GIRL FOR general house-work; city or country. Call at No. 247 Eowery.

HOUSEKEEPER, &c.—BY AN AMERICAN lady, to assist a lady in housekeeping, sewing, and cutting out garments; fully competent for hotel or linen-room. Call all the week at 337 East 120th st.

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NURSE.—BY A YOUNG ENGLISH GIRL AS nurse; has good references; is very neat and orderly in her habits; can take a babe or growing children; sews by hand in the best manner; wages moderate; City or country. Call at No. 106 6th av., between 8th and 9th sts., up stairs.

NURSE.—BY AN ENGLISH PROTESTANT WOMAN, highly respectable, and a thorough invalid, monthly, or sick nurse; has the very best testimonials as an experienced nurse from private families and doctors; sober, honest, very neat, and clean; City or country. Apply at Bookham's, No. 307 4th av., near 23d st.

NURSE.—BY A YOUNG GIRL, AS NURSE AND seamstress, or chambermaid and seamstress; has three years' City reference from her last place. Apply at No. 227 West 31st st., between 7th and 8th avs. Ring third bell.

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NURSE.—BY A WELSH PROTESTANT WOMAN AS nurse; City or country; no objection about wages; is now in good family until 1st April; is aged about thirty. Can be engaged at No. 621 6th av., between 36th and 37th sts.

NURSE.—BY A VERY NEAT YOUNG WOMAN AS infant's nurse; understands care of an infant from its birth; or would take care of grown children; operates on machine; has excellent City reference; no objection to country. Apply at Bedell's, 840 4th av.

NURSE.—BY A PROTESTANT YOUNG WOMAN AS thorough infant's nurse; is capable of taking solo charge and of bringing it up by the bottle; excellent City reference given; no objection to the country. Call at No. 136 West 30th st.

NURSE.—BY AN EXPERIENCED MIDDLE

MR. BEECHER ON TRIAL.

EXAMINATION OF TWELVE WITNESSES.

Continued from Fourth Page.

will see 95, or something; that is the whole day's business.

Q.—How many during the day—how many in number? A.—On that day, Sir, we received 106 messages.

Q.—On each message please state whether there is a memorandum of the number of the message made upon the message itself, upon the back? A.—Yes, Sir.

Q.—And that is true in this case? A.—Yes, Sir; New-York would not receive duplicate numbers from us; we would have to correct them at the same time.

Mr. Hill then advanced to the stenographer and said, "Please put your initials beside that number—'8 Peekskill.'"

Mr. Shearman called out the number of the exhibit as "D. 182."

The page having been marked, the examination was resumed.

Q.—In whose handwriting are the figures here—"8"? A.—That is done by a boy once in two or three hours.

Q.—They are not in your hours? A.—No, Sir.

Q.—What is the significance of this memorandum on the back? A.—That is the operator's initials.

Q.—"E. R.," is it? A.—"E. R."

Mr. Shearman—Mr. Denzler.

TESTIMONY OF MR. EMIL B. DENZLER.

Mr. Emil B. Denzler was then sworn, and examined by Mr. Hill as follows:

Q.—Mr. Denzler, where do you reside? A.—No. 248 Columbia street.

Q.—A little louder. A.—No. 248 Columbia street.

Q.—What is your business? A.—Telegraph operator.

Q.—Were you a telegraph operator in the employ of the Western Union Telegraph Company on the 2d June, 1873? A.—I was.

Q.—Engaged in their Brooklyn office? A.—Yes, Sir.

Q.—Where was that office then located? A.—No. 3:7 Washington street.

Q.—Here, near the Court-house? A.—Yes, Sir.

Q.—Just look at that telegraph message, [handing the witness a paper]—see if you sent that message from New-York? A.—I did not.

Q.—Is this your memorandum? [pointing to the back of the paper.] A.—Yes, Sir.

Q.—Do you know whether it was sent from the office that day? A.—It was sent from Brooklyn, not New-York.

Q.—To the office in New-York, I should say? A.—Yes, Sir.

Q.—Did you send it to the New-York office? A.—I did.

Q.—From Brooklyn? A.—I did.

Q.—On what day, can you tell? No, Sir; I cannot.

Q.—You made no memorandum yourself—what day? A.—No, Sir.

Q.—That is your memorandum on the back? A.—It is.

Q.—Now, what does that mean—E. D., 8:58, W? A.—E. D. are my initials; 8:58 is the time it was sent; W. is the initial of the person who sent it.

Q.—Now, what is the full name of the operator who sent it to the New-York office? A.—Wroeger—W-r-o-e-g-e-r.

Q.—The middle name? A.—Louisa J. Wroeger.

Q.—A lady? A.—Yes. Sir.

Q.—Now, I will ask you, Mr. Denzler, if you saw this message taken from the files of messages from the Western Union Telegraph Company recently? A.—I did.

Q.—By whom? A.—Mr. Hughes.

Q.—Mr. Hughes is whom? A.—Manager of the Brooklyn office.

Q.—How long ago did he take it? A.—I should calculate about two weeks ago.

Q.—Let me ask, are each day's messages put up in a separate file, or by the month? A.—Separate days.

Q.—Separate days? A.—Yes, Sir.

Q.—From what day's messages was this selected? A.—June 2.

Q.—So that well, I will refer you again to the pencil memorandum on the back, E. D., 8:58—does that refer to 8:58 in the morning or in the evening? A.—In the morning.

Q.—That is the time you sent this message to the New-York office? A.—Yes, Sir.

Q.—Can you call Peekskill directly from here? A.—No, Sir.

Q.—So that all your messages from here to Peekskill would go over to the general office in New-York, and from thence to Peekskill? A.—Yes, Sir.

Mr. Hill—That is all.

Mr. Beach—How do you know 8:58 means 8:58 in the morning? A.—Judging from the number of the message.

Q.—By its being No. 8? A.—Yes, Sir.

TESTIMONY OF MR. BEN KITTEREGE.

Mr. Ben Kitterege was then called, and having affirmed, was examined as follows:

The Clerk of the Court—Is it Ben or Benjamin?

The Witness—Well, I think it is Ben; I always write it Ben.

The Court—Take it so.

Mr. Hill—Where do you reside? A.—Peekskill.

Q.—How long have you lived there? A.—Ten years ago this month.

Q.—What is your age? A.—Fifty-four next July.

Q.—How far do you live from Mr. Beecher's Peekskill residence? A.—About 300 feet—I should think—300 feet.

Q.—State whether or not from your residence—from the piazza of your house—you can look over the eastern front, or in front of Mr. Beecher's house? A.—Yes, Sir.

Q.—And see most of his outbuildings? A.—Yes, Sir.

Q.—Over a large portion of his premises? A.—When the foliage is very full we only see the outbuildings indistinctly—in fact, we only see the house indistinctly.

Q.—And his house is on one side of the lane and yours is on the other? A.—Yes, Sir; we own the avenue together.

Q.—Now, how long have you known Mr. Beecher? A.—Ten years personally, and beyond that—

Q.—You know that he had a summer residence and farm and dwelling near you in 1873, in June? A.—Yes, Sir.

Q.—On the 1st June? A.—A.—Yes, Sir.

Q.—And has ever since? A.—Yes, Sir.

Q.—Mr. Kitterege, can you state to his Honor and the jury whether or not Mr. Beecher was at his room on the 2d day of June, 1873? A.—He was.

Q.—You know that fact? A.—Yes, Sir.

Q.—You are positive of that fact? A.—Yes, Sir, I saw him.

Q.—What is your business, Mr. Kitterege? A.—Well, at Peekskill I am a farmer.

Q.—You have occasion to come to New-York? A.—I come to New-York three times a week.

Q.—Had you been to New-York that 2d day of June? A.—Yes, Sir.

Q.—What train did you take to go home? A.—Four o'clock.

Q.—From New-York? A.—Yes, Sir.

Q.—Arriving at Peekskill about what time? A.—I arrived at Peekskill at 4:15—about 4:15.

Mr. Tracy—4:15?

Mr. Hill—4:15 or 5:15? A.—I should say 5:15; it might.—I am speaking from recollection as to that; but the time that that train arrived there would be about 5:15 or 5:17—a minute or two sooner or later.

Q.—Now, please state, Mr. Kitterege, in leaving the cars whether you have to pass through a somewhat narrow entrance in order to reach the carriage-way on the outside ordinarily? A.—Yes, Sir, moderately narrow—pretty good width.

Q.—Yes? A.—I should think it was.

Q.—I don't care exactly about it is a comparatively narrow space that you have to go through? A.—Yes, moderately narrow, but I should think it was 100 feet wide; we have complained of its being narrow.

Q.—You do not quite understand me, Mr. Kitterege; I mean the door through which you leave the depot yard to get out into the carriage yard on the other side? A.—Well, that is a double door; sometimes one is open—sometimes both.

Q.—That is what I mean. A.—Yes, Sir.

Q.—Now, do you know whether Mr. Beecher was home at the time you arrived at home? A.—He was; I saw Mr. Beecher with several other persons, I should say from four to six, directly south of his house, at or about the time. I should think the point of turning was a little more than twice the distance from my house, and before I turned into my gateway I could hear Mr. Beecher distinctly; we sometimes hear him when we do not hear the rest of the people.

Q.—Now, Sir, did Mr. Beecher come from New-York on that train with you? A.—I think he could not probably have come up on that train, unless he drove faster than I did, because I drove home pretty fast.

Q.—You think he did not come up by that train? A.—He could not possibly have come up by that train, I think.

Q.—Now, let me ask you the question did you see him next day? A.—I saw him again the same day.

Q.—You saw him again the same day? A.—I saw him again the same day.

Q.—How near were you to him? A.—When I saw him the second time he was half way from his house—I mean in his shrubbery, looking at his shrubbery.

Q.—About what time of the day was that? A.—I should think the time I saw him the second time—well, the first thing when I got home I went in to dinner; that I always do the first thing when I get home from the City. [Laughter.]

Mr. Hill—That is right, witness; we talked with reference to the fact; that was the subject of our conversation.

Q.—The fact that Mr. Beecher was home? A.—Yes, Sir; the fact that Mr. Beecher was home; after dinner I went out on my verandah which looks over the same slope as his to the river.

Q.—And up toward his house as well? A.—And up toward his house as well, and then I went up to my garden and saw Mr. Beecher; I thought he did not want to be disturbed and I did not disturb him.

Q.—Anybody with him at that time? A.—No, Sir; he strolled out to the shrubbery on the right of the road as you go up to the house.

Q.—Mr. Turner, [meaning witness] will you please state any circumstance which enabled you to fix this as the 2d day of June? A.—Well, I was very anxious to see Mr. Beecher about a little business; we had some talk about it on the 4th day of June.

Q.—Of May? A.—Of May I mean—of May; on the 24th of May I saw Mr. Beecher at his own house, and I then understood there from him—

Mr. Beach—Never mind—never mind what you understood.

Witness—That he was coming up—

Mr. Beach—I asked you not to state it, Sir.

Witness—I beg your pardon.

Q.—Well, Sir, you are possessed of circumstances which will enable you to fix that date? A.—Yes, Sir.

Q.—As the 2d of June? A.—I can fix it otherwise; I had been to the City; I know that just a week had intervened from the time I saw him; before that I knew that his wife was there the week previous—the week intervening—on Thursday, and I know that in my own mind I associated her being up there as preparatory to her moving up.

Q.—For the Summer? A.—For the Summer; and I know that in my own mind I associated it with the fact that I had seen his wife there, and that she was coming for the Summer, and afterward I saw the servant there—from which I fixed it that they were coming up there for the Summer.

Q.—Now, do you recollect that you were disappointed in the fact that he left and did not return within a week or ten days? A.—Yes, Sir, I recollect that I went to his house to see him and that he had gone.

The witness was not cross examined.

TESTIMONY OF THOMAS J. TALNEY.

Thomas J. Talney examined by Mr. Shearman.

Q.—Mr. Talney, what is your occupation? A.—I am a lawyer.

Q.—Do you carry on business in New-York? A.—I do.

Q.—Where do you reside? A.—In Brooklyn.

Q.—Where did you reside in June, 1873? A.—I resided in Brooklyn at that time.

Q.—In what street? A.—In Montague street.

Q.—Now, Sir, were you married in June, 1873? A.—I was.

Q.—On what day? A.—On the third day of June.

Q.—What day of the week? A.—Tuesday.

Q.—What hour of the day? A.—Seven in the evening.

Q.—Who performed the marriage ceremony? A.—Rev. Henry Ward Beecher?

Q.—Can you state anything that you noticed about his appearance when he came to perform the ceremony? A.—I noticed that he was in a—it is hard to describe a man's appearance—that he did not seem to be arrayed as we would expect on an occasion of the kind; I can't say that it was a travel-worn appearance or anything of that sort, but he seemed to have come unprepared in respect to his dress.

Q.—He did not seem to be dressed for the wedding? A.—So it struck me at the time.

Mr. Shearman—That is all.

Mr. Fullerton (laughing)—Oh, that is all. [A laugh.]

The Court—That is all.

TESTIMONY OF F. A. PUTNAM.

Frederick A. Putnam examined by Mr. Shearman:

Q.—Mr. Putnam, what is your profession? A.—I practice medicine.

Q.—Where do you reside? A.—No. 255 Fourth avenue, New-York—Twentieth street.

Q.—Did you reside there in 1873? A.—I did, Sir.

Q.—Do you recollect Wednesday, 4th day of June, 1873? A.—The 3d?

Q.—No, the 4th day; Wednesday of that week? A.—Yes, Sir; I recollect the 4th day of June.

Q.—The 4th day of June, 1873? A.—Yes, Sir.

Q.—Did you leave New-York on that day? A.—I did, Sir.

Q.—Did you go by any railroad? A.—I did, Sir.

Q.—By what railroad? A.—The Harlem Railroad.

Q.—Do you recollect meeting—did you at that time know by sight Rev. Henry Ward Beecher? A.—Yes, Sir.

Q.—Did you know his wife? A.—Yes, Sir.

Q.—Do you recollect meeting Mr. and Mrs. Beecher on that day? A.—I met Mr. Beecher between the two railroads, the Harlem and New-Haven.

Q.—What time of day was it that you met him? A.—In the morning.

Q.—Before 8 o'clock, or not? A.—Between 7 and 8, I think.

Q.—What train were you going to take—that is, what hour did the train leave? A.—The train to White Plains. I did not know when I left my office what time it went; I spoke to him and asked him if he was going in the train which was then leaving; he said no, he had a few minutes to spare, and that Mrs. Beecher was in the carriage; he called her by her first name; I went into the carriage to speak to her.

Q.—What train was that? A.—They were in the Boston and New York Express; I went into the carriage and looked around but did not recognize her, as her face was covered with a veil; I went back again.

Q.—And then you spoke to her? A.—Yes, Sir.

Mr. Hill—That is all.

Mr. Fullerton—Nothing to ask.

JAMES TURNER RECALLED.

Mr. Hill—I want to ask Mr. Turner another question.

James Turner was recalled.

Q.—Mr. Turner, please look at that paper, and state whether the contents of the telegram which you received were the same as that? A.—Yes, Sir.

Q.—Which you received on the 2d day of June, 1873? A.—Yes, Sir.

Mr. Hill and Mr. Morris together—That is all.

Mr. Hill—I have sent for the manager of the telegraph office, but he may be delayed a very few minutes.

The Court—Meantime we can take some other short witness.

Mr. Hill—If your Honor would permit us to interrupt the examination of the other witness so that the gentleman can go back to his official duties as soon as possible.

The Court—Certainly.

TESTIMONY OF MR. S. V. WHITE.

Stephen V. White examined by Mr. Tracy:

Q.—Where do you reside, Mr. White? A.—Brooklyn.

Q.—How long have you resided in Brooklyn? A.—About ten years.

Q.—Are you a member of Plymouth Church? A.—Yes, Sir.

Q.—How long have you been a member? A.—Nine years the first day—the first Monday in January past, I think, Sir.

Q.—What is your business? A.—I am a stock operator, and a broker sometimes.

Q.—And how long—are you engaged in that business now? A.—Yes, Sir.

Q.—City of New-York? A.—Yes, Sir.

Q.—You were a member of our profession formerly, I believe? A.—Yes, Sir.

Q.—A practicing lawyer? A.—Yes, Sir; I am a member of the legal profession, if you mean that, Sir.

Q.—Where did you practice? A.—I practiced in Missouri and Iowa.

Q.—Were you a member of the Investigating Committee of Plymouth Church last Summer? A.—Yes, Sir.

Q.—Were you present at the meeting on July 6, at the time that Mrs. Tilton first made her appearance before the committee? A.—No, Sir.

Q.—Were you present on July 10, when Mr. Tilton first appeared before the committee? A.—Yes, Sir.

Q.—Was that his first appearance? A.—So far as I know; that was the first meeting of the committee as a committee that I attended, and I believe it was the first appearance of Mr. Tilton.

Q.—Did you hear the talk between himself and members of the committee that night? A.—I did, Sir.

Q.—Was there anything said by him on that occasion in regard to the nature of the evidence which he had against Mr. Beecher? A.—Yes, Sir.

Q.—What did he say on that subject? A.—He said, among other things on that subject, that his case rested upon written evidence; he said he would not ask the committee to trust him or to take his word for it if he made the charges; he was asserting that he had a case against Mr. Beecher, and one that would convince the committee if he should state it to them; and he said that it was a case which he would not ask the committee to take his word for, as he acknowledged or admitted that he was at present a discredited man in this community—Brooklyn; that it rested upon documentary evidence or written evidence, under Mr. Beecher's own signature—under Mr. Beecher's own signature.

Q.—Was there anything said by any person present on the subject—that if his case against Mr. Beecher was in writing the writings would speak for themselves? A.—Yes, Sir, that reply was made by yourself [Mr. Tracy.]

Q.—What did Mr. Tracy say on that subject? A.—Well, Sir, you [Mr. Tracy] said that there might be a question about what the papers would show; that the committee could judge better of that after they had seen them; and after the remark in reply to that, which I could not give the exact wording of, and indeed not even the substance, you made the further statement that if the charge which he wanted—should make—was one of criminality between Mr. Beecher and his wife, that the paper which you had seen—if you had ever seen the paper that he relied upon—you did not think that it would sustain that charge.

VERBAL CONFESSIONS.

Q.—Was there anything said by him on that subject, in regard to verbal confessions by Mr. Beecher? A.—Well, I don't know that there was, by that—by that—directly in those words, but there were statements made which recognized a verbal confession on the part of Mr. Beecher.

Q.—On that night? A.—Yes, Sir; I feel very clear that there was, Sir; I think I can repeat my recollection on it.

Q.—What was it? A.—It was when Mr. Tilton had said to us, "Gentlemen, you think there is no case, but there is," and we had said, "Give it to us then?" and he said, "Don't ask me to, it is too horrible, it is too terrible to tell you." He said in that connection that Mr. Beecher had asked him, if it ever became necessary to make these disclosures, to let him know that he might leave the country or take his life. I feel very clear that that was said on that night.

Q.—Wasn't that with reference to a certain paper that he claimed to have? A.—I think it was; yes, Sir.

Q.—And not to the verbal confession? A.—Well, the construction is whatever you please. I said that he did not make any verbal confession. He did not claim any verbal confessions under these express words, and that something was said by which there might have been inferred a verbal confession.

Q.—Well, wasn't he speaking of the publication of the documents which he held against Mr. Beecher?

Mr. Morris—One moment.

Mr. Beach—Mr. White can tell you which it was.

Mr. Tracy—In that connection wasn't he speaking with reference to the publication—

Mr. Morris—I object, and I submit that leading questions ought not to be asked.

The Court—I think you may first take all the conversation he can give you.

Mr. Morris—Yes, all he recollects first.

Mr. Tracy—I ask this question—

Mr. Beach—Why can't you ask him in what connection that was said.

Mr. Tracy—I will. In what connection was that said, Mr. White.

Mr. Beach—Give the preceding remarks, if you can, Mr. White.

WHAT TILTON SAID ON THE SUBJECT.

The Witness—I think I gave in substance the preceding remarks. Mr. Tilton's manner was very—well, I won't say dramatic, but it was, I recollect, suggestive of something that was—a very severe if it should only come out; and I remember his saying to us, "Your committee is too large, gentlemen; I cannot tell such—make such a disclosure or tell such a story to so many; I will take you, Mr. Sage," pointing to him, "if you please, and I will tell you in confidence my whole case. Your committee is too large; I can't tell it." And the statement was made after that, I think, as I have before referred to—that this matter did not rest upon his words, that he would not ask us to believe him; and then we had urged him—Mr. Tracy had urged him, as was suggested before, to come forward, or to bring forward the papers that the committee might judge and construe them. And then I think his reply to that was that he—he would not be so cruel to Mr. Beecher. He said—"I don't want to hurt a hair of that old man's gray head;" that "Mr. Beecher has before this asked me, if it ever becomes necessary—if I should ever feel compelled to publish these papers, that then I should give him notice in order that he might leave Brooklyn or take his life."

Q.—And it was in connection—

Mr. Beach and Mr. Fullerton (together)—No, no.

Mr. Fullerton—I object to that, Sir.

Q.—Was it in that connection that he made use of this remark?

Mr. Morris—In what connection?

Mr. Tracy—In the connection you [the witness] have just stated? A.—I have stated as near as I could my recollection.

Q.—Was he asked by the committee to bring forward the documents and to show them to the committee? A.—Yes, Sir, repeatedly.

Q.—Was it in that connection that he said the committee was too large.

Mr. Beach—We object to that, Sir.

The Witness—Well, it was in regard to his making the case known to us.

Mr. Beach—Yes—"too many."

The Witness—That there were too many; there was a good deal said that you have not asked me for, and my answer would not be responsive if I told it; but as a part of the things that I have stated, or rather the facts which I have stated, are a part of those things in respect to which he said the committee was too large to know them.

Mr. Tracy—Now, I repeat my question: Did Mr. Tilton, in that occasion state or pretend that he had any other evidence against Mr. Beecher except written evidence?

Mr. Fullerton—I object.

Mr. Morris—One moment. I think they should ask what he stated.

The Court—That is a leading question, General. He introduced no document.

Mr. Tracy—Is it objected to on the ground that it is a leading question?

Mr. Morris—Certainly.

Mr. Tracy (to the witness)—What did he say on the subject of having printed evidence against Mr. Beecher, if anything?

Mr. Morris—One moment. He must first ask the witness his best recollection, to call his attention to the subject.

The Court—This is a very intelligent witness. I think if you asked him to state all that occurred which he remembers, and then put to him the particular question—

Mr. Tracy—I ask him to state what was said on the subject of his hearing verbal confessions of Mr. Beecher, if he said anything? A.—There was no suggestion made, according to my best recollection, of any confessions having been made at that time, aside from the inferential suggestion that I have before stated, that Mr. Beecher had requested him to give him notice.

Q.—And you have stated the connection in which he said that? A.—I have stated the connection in which he said that; yes, Sir.

MR. TILTON DEPRECATED AN INVESTIGATION.

Q.—Now, what did he say, if anything, on the subject of deprecating an investigation? A.—Well, he said, Sir—perhaps I can give considerable of what he said, and I might leave out something that was just as important—I will give you the best recollection of what he said. He said—he commenced his conversation on that subject, on that branch of the subject, by saying that his letter to Dr. Bacon had been called from him as a matter in defence of his own honor, from the attitude which had been assumed by Mr. Beecher and by Plymouth Church; that he had published so much of a paper which he held against Mr. Beecher, signed by Mr. Beecher, as would show that he was not the creature of Mr. Beecher's magnanimity, but that Mr. Beecher was the creature of his magnanimity, if there was magnanimity between them, and that having exercised sufficient hostility in this matter to place himself right in that regard—I don't know that those are the words, but that is the substance of his idea—to place him right in that regard, he didn't feel called upon to say anything further until either Mr. Beecher or Plymouth Church should make a further aggression upon him, in which case he might make still further disclosures. He went on to say that he had taken pains in the Bacon letter not to characterize what the charge was; and when we stated to him that we had been appointed in behalf of Plymouth Church to investigate the question of what charges were referred to in the Bacon letter, he says, "Well, gentlemen, now you don't want that, Mr. Beecher doesn't want it, and as a matter of honor toward Mr. Beecher"—then I think he brought in—it came in several times—in regard to his having no desire to harm Mr. Beecher, or hurt a hair of his gray head; he said that he didn't want any investigation further in regard to it—that there was no occasion for any investigation further in regard to it, and deprecated it as being unwise and uncalled for.

Q.—Did he say anything about disbelieving that Mr. Beecher had invited the investigation? A.—He did.

Q.—Was Mr. Beecher's letter convening the committee shown him? A.—It was.

Q.—Did he read it? A.—He did, Sir.

Q.—Read it more than once? A.—I could not say about that; I think he took it long enough to read it through carefully; scan it over, perhaps. I don't think he held it long. He had it for some time.

Q.—What did he say that night as to whether he would appear before the committee, and what document proofs, if any, he had? A.—Up to the time of reading that letter he absolutely declined, saying, "Gentlemen, you don't want me to tell. Suppose I know that Henry Ward Beecher has been guilty of adultery"—I wouldn't state that word as having been used—"suppose I know he has been guilty of a grave offense against my family."

—I believe it was—"if you want me to state it," to which the committee replied, or some members of it, "Yes; we want to know the worst and exactly what it is." He continued declining giving it up to the time he had read the letter. After reading the letter he says, "I will think about this." The last thing he said as he was going away was, "I will think about this; perhaps I may consent to come before you; I will not decide to-night."

Q.—Did you afterward see his card published in the *Argus*, saying that he would? A.—Well, I saw it in some paper; I don't know whether it was the *Argus*, or what it was.

Q.—Were you present when he made his sworn statement before the committee? A.—Yes, Sir.

Q.—Did he present any letters accompanying that report? A.—No, Sir.

Q.—None at all? A.—No, Sir.

Q.—Were you also present at the committee-rooms at the time that he attacked Mr. Tracy or his position in the case? A.—Yes, Sir.

WHAT TRANSPIRED BETWEEN TILTON AND TRACY.

Q.—Did you hear what transpired between between Mr. Tilton and Mr. Tracy? A.—Yes, Sir.

Q.—Will you state it? A.—Well, my recollection of that is that it grew out, in the first place, of Mr. Tilton's replying to a certain question which I had propounded to him on cross-examination, and his becoming apparently irritated or losing his temper, or getting out of patience with me. On the direct examination of his sworn statement Mr. Tilton's position seemed to be, as it impressed me, that he had been shielding Mr. Beecher and his family from exposure in regard to the relations which he charged had existed between Mr. Beecher and his wife; and I, on the cross-examination, testing him as to whether or not he had in good faith tried to keep this scandal from becoming public, asked him whether he knew a young man by the name of Charles A. Blanchard, a son of President Blanchard, of Illinois; to that he replied he had seen him, I think he said once; I asked him whether or not on the first occasion when he had seen him he had not said to Mr. Blanchard, in the Winter of 1870 and 1871, that he didn't like Henry Ward Beecher, that he was a bad man, and that he preached to mistresses of his own congregation every Sunday, and whether, further, he had not stated to him that he was at liberty to publish that in his paper—a paper with which young Blanchard was connected—or to give his name as authority, and Mr. Tilton had replied in the affirmative up to everything except the question as to whether or not he told him to publish it and to use his name as authority; he didn't remember that, but he passed it over, I think, by saying that if young Blanchard said so he should not deny it; it was not very distinct in his mind what he did say to him. He then suddenly turned upon us and said: "Gentlemen, you are not trying to get at the facts of this case; you have had me before you four or five different times; you have not asked me in regard to those things which would really get at the facts of this case; you are asking about collateral things all the time." He says, "I have not begun to tell you my case; I have told you but a small part of the evidence that I had against Mr. Beecher." I replied to him, "Well, now, the legitimate course to pursue after you had taken time to prepare a sworn statement was to cross-examine you in regard to different parts of that statement; and the committee—at least, I, for one of the committee—have supposed that you had stated your whole case in that; and I, as one of the committee, now call upon you to state anything and everything that you may know that tends in the interest of truth and justice to throw light upon the question of the conduct and moral character of Henry Ward Beecher," and after some further conversation immediately following this Mr. Tilton suddenly seemed to lose his temper very considerably, and he turned upon Mr. Tracy and says, [here the witness pointed and shook his finger toward Mr. Tracy,] "And you promised me, when I showed you this case years ago, that if ever Henry Ward Beecher and I clashed swords in any legal conflict in regard to it, you would not appear as counsel for Mr. Beecher." Mr. Tracy's reply was not angry, in the first instance, and did not particularly impress myself, except that he was inclined to reason the matter. Mr. Tilton further made the charge—charged him with unprofessional conduct, and says, "You are guilty of unprofessional conduct in what you are doing now. I will hold you accountable for it," whereupon Mr. Tracy said, "It is false. The case which you stated to me was that Mr. Beecher had made impure and improper proposals to your wife, and I nodined you when I found"—that I would not say—I am not clear on that point, whether it was "when I found," or "when I suspected"—"that you changed your indictment against Mr. Beecher—that after changing the charge which you had made against him of impure proposals to the crime of adultery, I should feel myself exonerated from the promise I had made to you," and Mr. Tilton's reply to that was, "It makes no difference in regard to it; you have got my case and you have no right to appear against me in this matter;" and Mr. Tracy replied to him, "Well, on that point I differ with you; I have taken the judgment of the best legal talent of my acquaintance in New-York and Brooklyn, and I am conscientious in regard to my course in this matter, and I am determined to pursue it as I am pursuing it;" Mr. Cleveland—this is not responsive to your question, but it settles that whole point, so far as it is in my mind at that time—in the course of that conversation between you and him, Mr. Cleveland suggested that you were not counsel for Mr. Beecher, saying that you were the counsel for the committee in this case, to which neither he nor you made any reply, but each one of you seemed to treat the difficulty over your professional conduct as wholly unaffected by the question as to whose counsel you were then, or in whose interest you appeared.

Q.—Where did this occur that you have referred to? A.—No. 34 Monroe place.

Q.—Which room? A.—That occurred in the back room where we generally had our sessions; you go through the hall, and it was in the rear of the parlor, in the library.

Q.—Afterwards, did you see or hear a further interview between Mr. Tracy and Mr. Tilton that day? A.—Yes, Sir.

Q.—Where did that occur? A.—That occurred in the front parlor, close by the door—by the sofa.

Q.—How soon after the first interview? A.—Time to cool off—fifteen minutes to half an hour—something like that.

Q.—What occurred at that time? A.—Tilton came in and, I think, threw his arm over your [Mr. Tracy's] shoulder, and said "I have nothing against you"—or perhaps he said that to the committee—"I take back what I said"—perhaps these are the words; it did not impress me very particularly, as the statements impugning your professional character did, but I think he said, "I take back what I said; there is not a man that I respect more or like better in Brooklyn," or something to that effect, and you jokingly accepted the apology, if apology it was, and expressed sentiments of friendship, and then Mr. Tilton turned to the committee and said, "Tracy and I are a good deal alike after all; the difference between us is that I do wrong and am sorry for it, and say so, and Tracy does wrong and he is sorry and don't say so."

Q.—Was that the last interview? A.—That is the last of the quarrel, Sir, that I remember; I think it is the last interview that day, yes, Sir.

TILTON SUBMITTING THE LETTERS TO THE COMMITTEE.

Q.—Were you present on the day that he presented the letters to the committee? A.—Yes, Sir.

Q.—What was done with the letters when he brought them? A.—He took them away with him.

Q.—What was done with them in the committee-room by him? A.—He started to read through them, and there seemed to be a very large folio and reading fast there was no time for the committee to digest them, if they had any bearing upon the case, and after several letters had been read, including for one the one of early in 1868—I won't be sure as to dates—I have heard you say January 31, 1868, but it only impressed me as being anterior by several months to October, 1868—in which Mrs. Tilton spoke of her wrong or her offense or her sin, or something or other in the matter; I remember that one distinctly, because we asked what that referred to, and he said, "You ask Elizabeth," and he went on; after reading several of them, and owing to the fact when seemed to be evident to all the committee that it was impossible to give them any considerable legal weight, if they had such a bearing upon the case, it was suggested that we have the letters left with us—and that Mr. Tilton objected to; he said he was willing to place them in the hands of some person where the committee could have access to them, and it was agreed that Mr. Winslow should be the representative of the committee—the eyes of the committee—to inspect these letters; that he would show them to Mr. Winslow upon his [Mr. Winslow's] request.

Q.—Did he ever show to the committee the Griffith Gaunt letter? A.—He never showed it to the committee as a committee; I never saw it.

Mr. Tracy—That is all.

Mr. Shearman—If your Honor will allow us, we have a short witness—

Mr. Fullerton—I have only a question to put to Mr. White. [To the witness]—Was Mr. Winslow present at all these conversations you have detailed? A.—That is impossible for me to remember, Sir; I am sure he was present at the quarrel, and I feel very sure he was present at the interview when Mr. Tilton came forward before us for the first time and declined to make a statement at that time.

Mr. Fullerton—That is all.

TESTIMONY OF MR. HENRY L. HUGHES.

Mr. Henry L. Hughes was then called, and, having been duly sworn, was examined as follows by Mr. Hill:

Q.—What is your business? A.—I am manager of the telegraph office.

Q.—Of the Western Union Telegraph Company? A.—Yes, Sir.

Q.—How long have you been such manager? A.—About six years.

Q.—And engaged all the while in Brooklyn, or at the Brooklyn office? A.—Yes, Sir; all the while; that is, during those six years.

Q.—Do you know Mr. Douglas and Wroegler? A.—Yes, Sir; you mean Rochefort.

Q.—And you were the Superintendent of the office—were there engaged as Superintendent? A.—I suppose you would call it Superintendent—manager.

Q.—Manager of the office. A telegram has been produced here, dated the 2d June, and signed by Mr. Beecher? A.—Yes, Sir.

Q.—Have you that with you now? A.—I have, Sir.

Q.—A question has been suggested, or questions have been asked, of the other witnesses with respect to the date of the telegram—just look at the handwriting of the date and tell if it is your work? A.—It is.

Q.—When did you make it? A.—I made it about three weeks ago.

Q.—Was there anything in the blank where you have now written that date at the time you made that entry? A.—No, Sir.

Q.—None at all? A.—No, Sir.

Q.—From what bundle—that is to say, what date, did you take this telegram in the files of the office? A.—I took it from the package of messages containing the messages for the 1st and 2d of June; I think you will notice the 1st is a Sunday, and the 2d is Monday; we generally place the business of Saturday and Sunday together, making one report for the two days; well, when I took the message out there was no date on it, and as I took it out of the bundle of the 1st and 2d I thought the 1st is Saturday, because we place the two together, and I made it the 1st; when I looked at the calendar I saw that the 1st was Sunday, and Monday was the 2d; if you look at it you will see that putting Saturday and Monday together in this case would put one day in May's business; consequently, I altered it.

Q.—It is your work, and Mr. Beecher or any one with him had nothing to do with it? A.—I did not know the message was there.

Q.—Did anybody request you to put the date in at all? A.—Nobody.

Q.—It was your own work altogether? A.—It is my own work, and it is correct without a date.

Mr. Hill—That is all.

Mr. Fullerton—That is all.

TESTIMONY OF MR. H. B. CLAFLIN.

Horace B. Claflin examined by Mr. Tracy:

Q.—You reside in Brooklyn, Mr. Claflin, I believe? A.—Yes, Sir.

Q.—How long have you resided in Brooklyn? A.—About thirty years, Sir; I have a very bad cold, and I am afraid I cannot make myself heard.

Mr. Claflin's voice was inaudible, and Mr. Tracy said, "I hope, Mr. Claflin, you will make yourself understood."

Mr. Shearman here came forward and in a loud voice repeated the testimony given by the witness to the various questions of counsel.

The Court—You can repeat the answers as you see occasion, Mr. Shearman.

Witness—About thirty years.

Mr. Shearman—I will sit by Mr. Claflin and repeat his answers.

Q.—What is your business, Mr. Claflin? A.—I sell dry goods in New-York.

Q.—How long have you been engaged in that business? A.—About thirty years in New-York, and some time before in Worcester, Mass.

Q.—Do you know the defendant, Mr. Beecher? A.—Yes, Sir.

Q.—How long have you known him? A.—I have known him ever since he came here.

Q.—Are you a member of his congregation? A.—Yes, Sir.

Q.—And have been how long? A.—Ever since he came here, or within a short time afterward.

Q.—Do you know the plaintiff, Theodore Tilton? A.—I know him a little, Sir.

Q.—How long have you known him? A.—I should think the last time—perhaps half that time.

Q.—Do you know Henry C. Bowen? A.—Yes, Sir.

Q.—How long have you known him? A.—I knew him five years before I came to New-York, which would make it thirty-five years, probably.

Q.—Were you present at the meeting at Mr. Moulton's house, when Mr. Tilton, Mr. Moulton, and Samuel Wilkeson were present, in the Spring of 1874, where a settlement or an arbitration was talked of between Mr. Beecher and Mr. Tilton? A.—Yes, Sir.

Q.—What day of the week was it that you had this meeting on that business? A.—That was on Sunday, Sir.

Q.—Did you go to Mr. Moulton's house in company with any one? A.—I think I went alone, Sir.

Q.—Whom did you find there? A.—I found Mr. Wilkeson, Mr. Tilton, and Mr. Moulton.

Q.—Had Mr. Wilkeson any papers at the time of this interview? A.—Yes, Sir.

Q.—What papers had he? A.—Well, Sir, I don't know whether Mr. Wilkeson had the paper—the paper shown me was a press copy which seemed to have been talked over by the three before I got there; it was called a "personal statement."

Q.—Do you mean that it was a press copy or press proof? A.—A press proof.

Q.—It was in print? A.—It was in print.

Q.—Was it the paper that has been referred to in this trial as the press copy from the *Golden Age*, called a "personal statement?" A.—Yes, Sir, that is the one.

Q.—Subsequently embodied in the tripartite agreement? A.—Yes, Sir.

Q.—Do you know whether it was the same identical paper that they had that night that was afterward embodied in the tripartite agreement? A.—It was not the same one; it was the substance of that paper; it was considerably changed after that.

Q.—Ah, you misunderstood the question. I mean the printed matter. Was it the matter they had there? Do you know it was the same identical paper that was afterward pasted on to the statement, and formed part of the tripartite agreement? A.—That was the same one, or one exactly like it.

Q.—Exactly like it? A.—Yes, Sir.

Q.—Had Mr. Wilkeson any other paper there that night? A.—He had a rough draft, if I remember right, Sir, of what was afterward called the tripartite agreement.

Q.—Was that draft read over in the presence of the parties by Mr. Wilkeson that night? A.—Yes, Sir; it was read over and talked over for some time.

Q.—At this meeting had you seen Mr. Bowen? A.—No, Sir.

The Court—Had you seen him on that subject? He means had you seen him on that subject.

Witness—No, Sir.

Mr. Tracy—On that subject, I meant? A.—No, Sir.

TILTON THREATENED TO PUBLISH THE STATEMENT UNLESS BOWEN SETTLED HIS CLAIM.

Q.—What was the subject of the conversation that night between yourself, Mr. Moulton, Mr. Tilton, and Mr. Wilkeson? A.—Well, the subject was the publication of this statement that Mr. Tilton threatened to make in the next *Golden Age* unless Mr. Bowen—unless he got a settlement with Mr. Bowen.

Q.—A settlement of what? A.—Well, Sir, of contracts he had with Mr. Bowen involving an agreement with him for the *Independent* and *Golden Age*.

The Court—You mean the *Union*, don't you? A.—The Brooklyn *Union*.

Mr. Beach—You mean the *Christian Union*?

Witness—The Brooklyn *Union* and *Independent*.

Q.—Was any amount stated that Mr. Tilton claimed to be due on these contracts by Mr. Bowen? A.—I don't remember, but I think Mr. Tilton said, if I remember it right, seven or eight or nine thousand dollars; I am not quite certain as to the amount.

Q.—Was there anything said on the subject of the conversation which he had already had to compel Mr. Bowen to pay that amount? A.—Yes, Sir he said he tried to get a settlement with Mr. Bowen to get the payment of his claims; I think he said he commenced a suit.

Q.—What did he say he would do, if anything, unless Mr. Bowen did settle and pay him the amount due?

Mr. Beach—I think, Sir, this is an exceptional way of examining a witness.

FINANCIAL AFFAIRS.

SALES AT THE STOCK EXCHANGE—MARCH 29.

SALES BEFORE THE CALL—10 A. M.

$2,000 U. P. Sink. F.... 91⅛
1,000 U. Pac. 1st.... 97⅛
4,000 do.... 97⅜
100 Con. Coal.... 48½
200 West. Union.... 76⅞
100 do.... b3. 77
1000 do.... 76⅞
100 do.... 76⅛
400 do.... 76⅜
2400 do.... 76⅝
100 Lake Shore.... 73
100 do.... 74⅞
200 do.... 74¾
200 do.... 74⅝
1000 do.... 74⅞
100 do.... 74¾
100 do.... 74
400 do.... 74
200 do.... 73⅞
1500 do.... 74
17 do.... 73⅜
200 do.... 73⅝
10 N. Y. C. & Hud.... 101¼
100 N. J. Southern.... 6
1500 Pac. Mail.... 45¼
1000 do.... 45
100 do.... 45⅜
800 do.... 45¼
800 do.... 45⅛
200 do.... 45
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100 North-west. Pf.... 59⅛
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GOVERNMENT STOCKS—10:15 AND 11:30 A. M.

$5,000 U. S. 6s, '81, R. 119⅞
50,000 do.... 119¾
500 do.... 120
500 U. S. 6s, '81, Coup.... 120⅛
20,000 U. S. 5-20s, '67.... 120⅜
$3,500 U. S. 5s, 10-40.... 114⅝
18,500 U. S. 5s, '81, R. 115⅛
13,000 U. S. 5s, 10-40, Coup.... 115⅛

FIRST BOARD—10:30 A. M.

$1,000 Mo. 6s, '76.... 100¼
2,000 N. Car. 6s, sp. 30
Tax, 3d class. 33½
19,000 Tenn. 6s, old. 40
2,000 Tenn. 6s, new. 40
coupon.... 47½
2,000 U. S. 6s, '81. 97½
3,000 S. car. 6s, new. 90
April & Oct.... 31½
1,000 N. Car. 6s, old. 30
Ja. & July. 20
1,000 N. Y. St. 7s, Bounty, Reg.... 106¾
2,000 Ala. & G. S. 8s.... 113½
1,000 C. R. I. & P. 7s.... 107½
1,000 do.... 107⅜
1,000 do.... 107⅝
2,000 do.... 107¼
2,000 do.... b. c. 107¼
7,000 Chic. & N. W. Con. C. G. bds.... 83⅜
15,000 do.... 83⅝
10,000 M. & St. P. 1st, C.... 74½
5,000 do.... b. c. 74½
5,000 Long Dock bs.... 104
4,000 R. & S. R. 8s, C'v.... 83¾
2,000 do.... b. c. 83⅝
2,000 L. S. & M. S. 1st.... 109
1,000 N. Y. C. 6s, '83.... 101½
5,000 N. Y. C. 6s, '87.... 99⅜
28,000 D., M. & Y. 1st.... 106½
2,000 do.... b. c. 106½
1,500 S. Y. & N. H. 8s.... 103
1,000 Ohio & M. 2d.... 82⅛
5,000 do.... 82
5,000 O. & M. Con.... 96
6,000 Cen. P. G. bds.... 98⅜
2,000 Cen. P. 1st, S.... 93
Ja. Branch.... 88½
10,000 C. & W. 8s.... 79
10,000 D. & R. R. 1st.... 91
6,000 Un. Pac. 1st.... 97
34,000 do.... 97⅛
97,000 do.... 97⅜
12,000 do.... 97½
11,000 Un. Pac. S. F.... 92
12,000 do.... 92
6,000 Pac. of Mo. 1st.... 89¼
6,000 do.... 90
1,000 C., Cal. C. 1st.... 52½
3,000 do.... 53
2,000 do.... 53½
1,000 W. U. Tel. Reg.... 102½
1,000 Pac. of Mo. b. 8s.... 83
50 Cons. Coal.... 49
100 Canton Co.... b. c. 65
100 Quick. Mil.... b. c. 30
100 do.... 30
200 do.... 30
200 At. & P. Tel.... b. c. 25
100 do.... 24⅜
100 do.... 24
100 American Ex. b. c. 64
300 W. Un. Tel.... b. c. 76⅛
1800 do.... 76
1000 Pac. of Mo. Railroad. 95
4600 do.... 75⅞
75 do.... 75⅜
1900 do.... 76
1200 do.... 76⅛
100 do.... 76¼
100 do.... b3. 76
700 do.... 76⅜
800 do.... 76⅝
1100 Pacific Mail.... 43½
2500 do.... 43⅝
1200 do.... 43⅜
3500 do.... 43¼
3100 do.... 43⅛
1500 do.... b. c. 43⅛
600 do.... 43
200 do.... 44⅛
800 N. Y. C. & Hud.... 101
1000 Erie Railway.... 35⅜
300 do.... 35⅝
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THE REAL ESTATE MARKET.

Business for the week opened yesterday, Monday, March 29, at the Exchange quite briskly, and a number of sales were effected, as will be seen from the report of the day's proceedings, as follows:

James M. Milder, under a Supreme Court foreclosure order, Joseph Meeks, Esq., Referee, disposed of the following property: One four-story brick stable, with plot 476 by 102.2, on East Eighty-third street, south side, 102.3 feet west of Third avenue, sold for $23,000; one three-story and basement brown-stone-front house, with lot 16.1 by 102.2, on East Eighty-third street, adjoining above, sold for $6,900, and one three-story and basement brown-stone-front house, with lot 15.6 by 62.2, on Lexington avenue, east side, 64.2 feet north of Eighty-third street, sold for $9,900. All the property was bought by E. J. Murray, plaintiff in the legal action.

William Kennelly, also under a Supreme Court foreclosure decree, Joseph Meeks, Esq., Referee, sold the two-story and attic brick house, with lot 24.8 by about 90, No. 62 Charles street, south side, 74.11 feet west of Fourth street, for $12,300, to George Quackenbush, on behalf of his wife, one of the defendants in the foreclosure suit. The same auctioneer also sold, under a similar court decree, George S. Wilkes, Esq., Referee, a three-story and basement brick house, with lot 25 by 100.4, (rear irregular,) on East Fifty-eighth street, north side, 75 feet west of First avenue, for $5,000, to Sarah Klein, plaintiff. In the matter of the sale of the premises No. 17 Cherry street, it was announced that the legal proceedings had been arranged.

Samuel A. Steele, by order of the Supreme Court in foreclosure, under the direction of W. A. Boyd, Esq., as Referee, sold a four-story and basement brown-stone-front house, with lot 26 by 75, on Madison avenue, north-west corner of Fifty-sixth street, for $45,000, the purchaser being Benjamin Deitz, one of the defendants in the legal action.

The legal sale by V. K. Stevenson of a house and lot on Delancey street, west of Norfolk street, was adjourned to April 12. No other business was transacted.

TO-DAY'S AUCTIONS.

To-day's sales, all at the Exchange, are numerous and of importance, the full list being as follows:

By A. H. Muller & Son, Executor's sale, to close estate of Henry R. Remsen, deceased, of the following valuable City real estate: One plot of land, 50.8 by 71 by 51 by 72, known as Nos. 11, 13, and 15 East Broadway, and Nos. 14, 16, and 18 Catharine street, located on the south-west corner of the streets named. (On the property is a three-story brick building, known as the Cosmopolitan Hotel, and a three-story brick house with store fronting on Catharine street. The buildings are not sold with the plot, the plot being leased to May 1, 1879, at a ground rent of $1,300 per annum. The buildings can then be bought on arbitration or the ground released.) One two-story and attic brick house, with lot 20.8 by 56.9, No. 588 Water street, north side, 50.10 feet west of Montgomery street; one three-story brick house, with lot 20.7 by 56.10, No. 584 Water street, next lot but one adjoining above; one three-story and basement brick house, with lot 25 by 100, No. 67 Monroe street, north side, 186 feet west of Pike street; one two-story and basement brick-front house, with lot 18.7 by 100.5, (rear irregular,) No. 86 Monroe street, south side, 96.1 feet east of Pike street; two two-story and attic brick houses, with lots each 25 by 84.7, Nos. 24 and 26 Rutgers street, west side, 30 feet south of Henry street; one two-story and attic brick house, with lot 27.4 by 99.11, No. 165 Henry street, south side, 283.3 feet west of Rutgers street; one lot, 20.2 by 112.8, known as No. 164 Cherry street, and Nos. 77, 75, 73, and 71 Market street, north-west corner of streets named, leased to May 1, 1876, at the rate of $650 per annum, and dilapidations not sold with lot; and premises No. 1 East Twelfth street, north side, 293.8 feet west of Broadway, embracing a lot 28 by 92.8 by 29.1 by 84.7, with a four-story English basement brick house upon the front thereof and a two-story brick stable in rear. Also, public auction sale of the three-story and basement brick house, 20 by 40, with lot 61 feet deep, No. 26 Third street, south side, between the Bowery and Second avenue. Also, Superior Court foreclosure sale, J. S. Bosworth, Esq., Referee, of the two-story brick house, with lot 20 by 49.4, No. 63 East Twenty-fourth street, south side, 50 feet west of Fourth avenue. Also, Supreme Court foreclosure sale, Thomas Boese, Esq., Referee, of one house, with lot 20.1 by 75, on Second avenue, west side, 50.4 feet south of Forty-third street.

By E. H. Ludlow & Co., public auction sale of the four-story English basement brown-stone-front house, No. 8 by 60, with lot 93.11 feet deep, No. 54 West Ninth street, south side, 165.11 feet east of Sixth avenue. Also, similar sale of the three-story and basement brick house, 20.10 by 46, with lot 100.5 feet deep, No. 252 East Fifteenth street, south side, 225 feet east of Third avenue. Also, Supreme Court foreclosure sale, P. L. Stetson, Esq., Referee, of two lots, each 25 by 90, on Fourth avenue, north-east corner of One Hundred and Twenty-sixth street.

By A. J. Bleecker & Son, public auction sale of the three-story and basement brick house, with lot 18.9 by 98.9, No. 265 West Twenty-second street, north side, 225 feet east of Eighth avenue. Also, Executor's sale, to close estate of Mrs. Anna M. Smith, deceased, of a desirable country residence, located at Bayonne, Bergen Point, N. J., and situated on the Kill von Kull, embracing a large plot of ground lying on both sides of First street, east of Avenue V, with a three-story villa house, 36 by 38, (extension 18 by 20,) thereon. Plot on First street, north side, 62 by 250 by 61 by 272. Plot on First street, south side, 50 by about 47.

By Reuben V. Barnett, public auction sale to close an estate, of the three-story and basement frame house, with lot 28 by 92, No. 127 East Sixteenth street, north side, 108.4 feet east of Irving place. Also, Supreme Court foreclosure sale, William Smith, Esq., Referee, of two frame houses on West One Hundred and Fifty-second street, north side, and two full lots in rear on West One Hundred and Fifty-third street, south side, 100 feet west of Tenth avenue.

By Orville G. Bennett, partition sale to close a partnership interest, of desirable improved property, as follows: Two four-story and basement brick and brown-stone-front houses, each 20 by 55, with lots 100 feet deep, Nos. 318 and 320 West Fifty-eighth street, south side, west of Eighth avenue; one three-story and basement brown-stone-front house, 19.4 by 55, with lot 98 feet deep, No. 476 West Thirty-fourth street, south side, east of Tenth avenue; one three-story and basement brown-stone front house, 18 by 55, with lot 100 feet deep, No. 66 East One Hundred and Twenty-fourth street, north side, east of Madison avenue, and one similar house and lot, No. 237 East One Hundred and Twenty-fourth street, south side, east of Third avenue.

By William Kennelly, Supreme Court foreclosure sale, R. F. Farrell, Esq., Referee, of one plot, 46.8 by 96.9, with improvements, on East Twenty-fourth street, south side, 90 feet east of Third avenue.

EXCHANGE SALES, MONDAY, MARCH 29.

NEW-YORK.

By James M. Milder.

1 four-story brick stable and plot, East 83d st., s. s. 102.5 ft. w. of 3d av.; plot 47.6x102.2.... $23,000
1 three-story and basement, brown-stone front house and lot, East 83d st., s. s. 149.5 e. of 3d av., adjoining above; lot 16.1x102.2..... 6,900
1 three-story and basement, brown-stone front house and lot, Lexington av., e. s., 64.2 ft. n. of 63d st.; lot 15.6x62.2..... 9,900

By William Kennelly.

3 two-story and attic brick house and lot No. 62 Charles st., s. s., 74.11 ft. w. of 4th st., lot 24.8x65.9x25.1x95.6..... $12,300
3 three-story and basement brick house and lot, East 98th st., n. s., 75 ft. w. of 1st av., lot 25x100.4, rear irregular..... 5,000

By Samuel A. Steele.

1 four-story and basement brown-stone-front house and lot, Madison av., n. w. corner of 50th st., lot 26x75..... $45,000

RECORDED REAL ESTATE TRANSFERS.

NEW-YORK.

Saturday, March 27.

Boulevard, n. e. corner 75th st., runs n. 111 ft., thence e. 120 ft., thence n. 100 ft. to 76th st., thence e. 62.2 ft., thence s. 204.4 ft. to 75th st., thence e. 130.4 ft.; E. Rowe to B. F. Beekman, one-sixth part..... $8,000
Broadway, e. s., 62.4 ft. n. of 216st., 20x118.6; W. Edelstein to E. H. Balch..... 110,000
Cherry st., n. s., No. 140, 25x158.10; Cherry st., s. s., 197.1 ft. e. Catharine slip, runs 120 ft. to Water st., s. e. corner e. 25 ft., thence n. 120 ft. to Cherry st., thence n. 25 ft.; M. Brown to J. H. Sackett..... 10,000
Stanton st., Nos. 185 and 187, 37.8x62.6; F. Germinder to J. Eicher..... 32,000
50th st., n. s., 100 ft. e. of 9th av., 18x98.9; H. F. Vail to J. H. Sillocks..... 10,000
55th st., n. s., 225 ft. e. of 8th av., 25x98.9; C. Hagan to J. P. Hale..... 5,300
88th st., s. s., 125 ft. e. of 1st av., 25x33 to East River, thence —following river to centre line between 87th and 88th sts., thence w. to point 125 ft. e. of 1st av., thence n. 98.9; J. S. Patterson, Referee, to S. Bernheimer and D. Jones..... 13,100
85th st., s. s., 300 ft. w. of 10th av., 25x98.9; Johanna Janssen, widow, to Sarah B., wife J. E. Hatch..... 18,000
46th st., n. s., 255 ft. w. of Lexington av., 20x100.5; W. F. Vail to Elizabeth Russ Cogswell, widow..... 29,000
53d st., s. s., 100 ft. e. of 8th av., 18.9x100.5; Margaret C. Allen, widow, and A. D. Allen to Christopher O. Bland..... 14,000
55th st., s. s., 296.10 ft. w. of 9th av., 21.10x100.5; N. D. Murphy to E. Koch..... 5,000
61st st., n. s., 115 ft. w. of 4th av., 19x100.5; T. Harward to E. H. Nichols, half part..... 14,500
96th st., n. s., 100 ft. w. of 2d av., 300x100; T. Hay to W. S. Gilman, Jr..... 30,000
116th st., s. s., 450.9 ft. w. of Avenue A, 187.6 106.10; O. P. Buel, Referee, to H. Fulling.... 3,500
Taylor av., n. w. s., lot No. 141, West Farms, 50x100; F. Ilkenhaus to A. Schneider..... 825

LEASES RECORDED.

Water st., No. 89, 3¼ years, per year..... $4,000
3d st., e. s., 25.6 ft. n. of 12th st., 20x100, H. Fish to C. Ritzenberg, 21 years, per year..... 950
3d av., e. s., 51.6 ft. n. of 12th st., 20x100., H. Fish to C. O'Toole, 21 years, per year..... 950

CITY REAL ESTATE.

FOR SALE—IN TWENTY-THIRD WARD, AN EIGHT room cottage with modern improvements, in first-class neighborhood; on high ground, convenient to horse or steam cars; on easy terms. Address JAMES L. PARSHALL, on Washington av., corner 167th st., Morrisania.

WEST 52D ST., CLOSE TO 5TH AV.—TWO magnificently finished, planned, and built full-size four-story high-stoop dwellings; one with, one without, extension; bargains. V. K. STEVENSON, Jr., No. 11 Pine st. and No. 33 East 17th st.

MOST DESIRABLE PRIVATE RESIDENCES for sale, belonging to the North American Life Insurance Company, at prices from $16,000 to $125,000. KINGMAN & PAGE, Manager, 33 Park row.

FOR SALE—ON 60TH ST., NEAR LEXINGTON av., a first-class four-story high-stoop house, 21x56x100.5; price low. For full particulars apply to HOMER MORGAN, No. 2 Pine st.

CITY REAL ESTATE.

FOR SALE, No. 15 EAST 48TH ST.

ONLY SEVEN DOORS FROM 5TH AV.

First-class neighborhood in every respect, convenient and easy of access by cars and stages, on MADISON and 5TH AVS. This mansion is SUPERBLY FINISHED in CABINET, and all other work is first-class; three rooms deep, with an EXQUISITE DINING-ROOM on the Drawing-room floor; with MIRRORS, BOOK CASES, HAT STAND, CORNICES, BOUFFES, ICE-BOX, CEDAR CHESTS, &c., finished in the NEWEST and MOST IMPROVED ARTISTIC STYLES SELDOM INTRODUCED INTO THIS COUNTRY. Parties desirous of purchasing a first-class residence will do well to call and examine before buying elsewhere, as it will guide them in COMPARING OTHER HOUSES.

The builder of this property, MATTHEW BYRNES, Esq., is well known for over a quarter of a century as one of the very best, most careful, and thorough builders in the City of New-York; parties examining this house cannot but ADMIRE the CARE, NEATNESS, and in how THOROUGH A MANNER this work is COMPLETED, which CARRIES OUT and fully SUSTAINS the SKILL and ABILITY of its BUILDER, both in the WORKMANSHIP on the INTERIOR and EXTERIOR—he having an extensive factory, with dry-rooms and machinery complete in all its appointments, for producing the VERY BEST WORK, of all kinds for BUILDING PURPOSES. I take pleasure in introducing to our wealthy citizens this COMPLETELY and MAGNIFICENTLY FINISHED HOUSE, at a PRICE SO LOW that I feel sure it is, considering the value of the lot, and actual cash cost to build the house, the best, most desirable, and REASONABLY-PRICED RESIDENCE now to be purchased in this City. Apply to

V. K. STEVENSON, JR.,
Offices No. 11 Pine st., or No. 33 East 17th st., Union square.

CHAMBERS ST., THROUGH TO READE ST., OPPOSITE NEW COURT-HOUSE.—To lease for a term of years, or for sale, the large and valuable property Nos. 39 and 41 Chambers st., through to Nos. 1 5, 17 and 19 Reade st., having a front on each street of 75 feet, and being 150 feet deep. The property is now occupied by the United States Government offices and law library.

For further particulars apply to
E. H. LUDLOW & CO., No. 3 Pine st.

MADISON AV., WEST SIDE, NEAR 53D st., in close proximity to Dr. Hall's new church.—For sale, an attractive and elegant four-story high-stoop brown-stone house, 20x60 feet, well arranged; dining-room and butler's pantry on parlor floor; basement and bed-room floors finished in hard woods; recently overhauled, and in perfect order; will be sold low, on easy terms; early possession; lot 95 feet. Office of estate of H. R. REMSEN, No. 54 William st., or F. H. LUDLOW & CO., No. 3 Pine st. and No. 35 East 17th st.

FOR SALE OR EXCHANGE—NO. 347 LEXington av., three-story brown-stone house, English basement; No. 207 East 45th st., three-story high-stoop brown-stone, for a good high-basoon house, central location. Apply to owner, No. 43 Exchange place.

WATER FRONT TO LEASE.—FOURTEEN lots, foot 31st st., East River; twenty feet water at low tide. LOWTHER & BROTHER,
Corner 1st av. and 30th st.

$2,200 PER ANNUM.—A MEDIUM-SIZED brown-stone house in 41st st., near Madison av. A. H. MULLER & SON,
No. 7 Pine st.

FOR SALE OR LEASE.—THE NEW FOUR-story building, 72 by 100, on Crosby st., just below Spring, now occupied by Messrs. Warren, Ward & Co. J. S. MATTHEWS, No. 240 Broadway.

FOR SALE OR EXCHANGE FOR OTHER PROPerty, the superb four-story brown-stone house No. 69 East 55d st., near Madison av.; finished in hard wood. Particulars on the premises.

FOUND AT LAST—PERFECT COOKING RANGES that heat the rooms above; economical durable, warranted. HULL, GRIPPEN & CO., 3d av. and 24th st.

FOR SALE, FURNISHED—No. 317 WEST 51ST st.; to be seen any time; $28,500; $20,000 may remain. Three-story brown-stone front. RANDELL.

BROOKLYN REAL ESTATE.

FOR SALE—ON CARROLL PLACE, NEAR CARroll Park, five first-class three-story basement and subcellar brown-stone-front houses, 20x40; lot 130 feet deep, including 30 feet court yard; within ten minutes' walk from Hamilton ferry; accessible by cars routes to Fulton and Catharine ferries, and within walking distances of Prospect Park; terms very easy. For further particulars apply to C. & W. J. REDELL, building owners, No. 327 Smith st., opposite Carroll Park, Brooklyn.

NO. 33 SIDNEY PLACE, BROOKLYN HEIGHTS.—For sale, three-story high-stoop brick house; 25x50, lot 135; location very desirable. If you want a great bargain make an appointment to see this house. J. G. CLINTON, 209 East 58th st., New-York.

FOR EXCHANGE FOR BROOKLYN HOUSE, 10 acres, thirty miles from New-York, new modern buildings; stream of water, fruit, &c. Address, for particulars, C. B. A., Box No. 190 *Times* Office.

COUNTRY REAL ESTATE.

ESTATE FOR SALE.—THE FINEST RESIDENCE and most desirable location in the City of Providence, now offered at private sale. The mansion is three-story, built of brick, with freestone trimmings, and conveniently arranged with every modern improvement, and all in perfect order ready for occupancy. The lot contains 15,363 square feet of land, fronting southerly on Benefit st., and southerly on John st. The lawns, grove and walks command a view of half the city, while the house controls a view of nearly all the river and bay. About half the land can be sold off at any time, if desired, leaving the mansion, brick stables, and all buildings, as a perfect estate in itself, and surrounded by the finest dwellings and the handsomest gardens in the city. The property can be sold very low on application to

SAMUEL A. NIGHTINGALE,
Real Estate Broker,
Nos. 3 and 5 Washington row,
Providence, R. I.

FOR EXCHANGE.

Any gentleman having a country place of from fifty to 100 acres land, with good buildings, and in good repair, good soil, and healthy, and near a village and depot, and wishing to exchange, may address the subscriber, who has Prospect Park Lots, Brooklyn, Long Island, splendidly located, not far from the main entrance, and overlooking New-York Bay. Lots worth $25,000, and prospectively very much more. Entirely unincumbered. Will treat for the whole or one-half. Address E. F., care POWERS, GASTON & CO.,
No. 452 Broadway, Post-office Box No. 4,704.

FOR SALE—AT HYDE PARK, DUTCHESS COUNty, country residence, half a mile from the station; thirteen acres of land; grounds tastefully laid out; garden, orchard, (just in bearing,) grape vines, &c.; fine river and mountain view; buildings nearly new; house has bath-room, hot and cold water, and stationary tubs; barns with stabling for five horses and cows, hennery, ice-house, (filled,) garden-house, &c.; buildings will be sold with part of the land if desired; terms easy. Apply to
H. R. DREW & CO., No. 3 West 23d st.

FOR SALE.—A COUNTRY RESIDENCE AT DELancey's Neck, within one and one-half miles of Mamaroneck depot and twenty miles from New-York and New-Haven depot at 42d st.; ten acres tastefully laid out in lawn, garden, and orchard; good view of the Sound; neighborhood first-class; good cottage house of ten rooms; carriage-house, &c. Will be sold low; terms easy. Address, 6WNSH, Post Office box 2,720 New-York City.

FOR SALE AT RUTHERFURD PARK—Thirty-eight minutes by Erie Railway—a neat, genteel house, with seven rooms and attic and good, dry, little cellar; house nicely situated on high ground, and extensive view; a nice home for a small family; good society, churches, schools, &c. Lot 75x125. Price $5,500; $1,000 cash; balance to suit. Address J. J., Box No. 148 *Times* Office.

FOR SALE OR TO RENT—WITH OR WITHout furniture, on Jersey City Heights, a fine commodious residence, with one and a half acres of ground, well shaded with ornamental trees, being but fifteen minutes, by horse car, from Hoboken Ferry. Terms easy. Address Box No. 1,060 Post Office, or apply at No. 107 Wall st., second floor.

HOTEL FOR SALE OR TO LET.—THE Amelia Hotel, Amelia Court-house, Va., thirty miles from Richmond, on Richmond and Danville Railroad, containing sixty rooms, with brick store on street and brick stable and outbuilding, depot and Court-house. Apply to P. S. WOOD, Amelia Court-house, or S. B. SCHIEFFELIN, No. 15 East 26th st., New-York.

FARM IN BERGEN COUNTY, N. J.—FOR sale at a bargain, sixty-three acres of choice land; good farm-house and outbuildings; about two miles from Jersey City; accessible by three lines of railroad; terms to suit the purchaser. Apply to JOHN R. SMITH, No. 141 Broadway.

TO EXCHANGE—FOR A FIRST-CLASS WELLstocked farm, not more than three hours from the City, worth from $35,000 to $45,000, free and clear, a valuable avenue leasehold property, paying $8,000 per annum, net; price, $80,000. Address HOLMES BROTHERS, No. 46 East 23d st.

ORANGE, N. J.—COUNTRY HOUSES, LANDS, and village lots for sale; a great variety. Also, furnished and unfurnished houses to let for season or year, by WALTER E. SMITH, formerly Blackwell & Smith, Orange, corner of Main and Cone sts.

FOR SALE—FORDHAM PARK LOTS; PAYMENT can be made in installments; buildings erected on deposit of twenty-five per cent. Estate of
W. N. GRISWOLD, Real Estate Broker,
No. 744 Broadway, corner Astor place.

AT MORRISTOWN, N. J.—FOR SALE OR TO Let—Nice country house; six bedrooms, good stable; near my residence; no chills and fever nor mosquitoes; near depot. THEO. AYRES, Morristown, J. SMITH DODGE, No. 15 West 20th st., New-York.

FOR SALE OR EXCHANGE—FOR CITY PROPerty, farm of fifty acres on sea-shore, Staten Island; fishing, yachting, and bathing at door; farming implements and stock. Inquire of
A. JOURNEAY, No. 49 Lispenard st.

ORANGE, N. J.—(SPECIALTY.)—LARGE VARIETY of real estate for sale and rent. I. H. GERRY, No. 39 Nassau st. Orange office, opposite Main Depot.

REAL ESTATE AT AUCTION.

A. J. BLEECKER & SON, Auctioneers.

ABSOLUTE SALE.—A. J. BLEECKER & SON will sell on TUESDAY, March 30, at 12 M., at the Sales-room, New-York, the three-story high-stoop brick house and lot No. 265 West 22d st., between 7th and 8th avs.; house replete with every comfort for a gentleman's dwelling, (a real bijou of a residence;) frescoed walls, plate-glass windows; in perfect condition; occupant has expended nearly $5,000 in ornamentation. Can be seen daily from 2 to 5 by card from the auctioneers only.
A. J. BLEECKER & SON, No. 35 Pine st.

A. J. BLEECKER & SON WILL SELL AT auction, on TUESDAY, April 13, at 12 M., at the Salesroom, New-York, the superior three-story and basement house No. 163 East 90th st., with two lots adjoining laid out in garden, between 3d and Lexington avs.; 90th st. is the entrance to the Central Park; house contains all modern improvements. Maps and particulars at office, No. 35 Pine st.

D. M. SEAMAN, Auctioneer.

SOLICITS THE PATRONAGE OF EXECUTORS, Trustees, Referees, and owners wishing to sell real estate, stocks, &c., by auction.
OFFICE NO. 14 PINE ST.

REAL ESTATE AT AUCTION.

ADRIAN H. MULLER, Auctioneer.

EXECUTOR'S SALE.
ESTATE OF HENRY R. REMSEN, DECEASED.
VALUABLE REAL ESTATE
ON EAST BROADWAY, WATER, MONROE, RUTGERS, HENRY, CHERRY, MARKET, AND EAST 12TH STS., to be sold at auction on
TUESDAY, MARCH 30,
at 12 o'clock, at the Exchange Sales-room, No. 111 Broadway, viz.:

EAST BROADWAY.—The three lots, Nos. 11, 13, and 15 East Broadway, and Nos. 14 and 16 Catharine st., being the south-west corner of East Broadway and Catharine st., ground occupied by the Cosmopolitan Hotel. Also, lot No. 18 Catharine st.

WATER STREET.—Houses and lots Nos. 584 and 586 Water st., between Clinton and Montgomery sts.

MONROE STREET.—Houses and lots Nos. 67 and 86 Monroe st., near Pike st.

HENRY STREET.—House and lot No. 126 Henry st., between Rutgers and Pike sts.

RUTGERS STREET.—Houses and lots Nos. 24 and 26 Rutgers st., between Henry and Madison sts.

CHERRY STREET.—The lot No. 164 Cherry st., north-west corner of Market st.

EAST TWELFTH STREET.—The house, brick stable, and lot No. 37 East 12th st., between Broadway and University place.

SALE ABSOLUTE.

Two-thirds can remain on bond and mortgage for three years.

Book-maps at the office of
ADRIAN H. MULLER & SON, Auctioneers,
No. 7 Pine st.

FOR SALE—THE SPLENDID SUMMER HOTEL PROPERTY AT SARATOGA SPRINGS, N. Y., KNOWN AS THE UNITED STATES HOTEL.—The subscriber, a Referee for that purpose duly appointed by the Supreme Court, will sell at public auction, without reserve, the new and splendid hotel property at Saratoga Springs, known as the United States Hotel, on the 1st day of May next, at 10 o'clock in the forenoon, on the front piazza of the hotel. This property consists of the large plot of ground on the corner of Broadway and Division st., in said village, on which is erected the hotel. Also, the plot of ground on Division st., on which is situated the barns, wash-house, laundry, and other out-buildings, together with the real estate and buildings, have cost over seven hundred thousand dollars. The subscriber, as agent of the Trustees, will also sell at the same time and place the furniture, fixtures, and equipments of said hotel, which have recently cost over two hundred thousand dollars.

The whole property constitutes the most complete and magnificent summer hotel in the world, capable of accommodating over one thousand guests.

For further particulars inquire of PUTNAM & RUSTIS, Plaintiffs' Attorneys, Saratoga Springs, or of the subscriber.

JOHN WILLARD LESTER, Referee.
SARATOGA SPRINGS, March 18, 1875.

CITY OF NEW-YORK,
DEPARTMENT OF DOCKS,
Nos. 346 AND 348 BROADWAY,
NEW-YORK, March 18, 1875.

NOTICE.

WILLIAM KENNELLY, AUCTIONEER, will sell at public auction, at the Exchange Salesrooms, No. 111 Broadway, on WEDNESDAY, March 31, 1875, leases for the term of three years from May 1, 1875, of certain piers and bulkheads on the North and East Rivers. For full information see the *City Record*; copies for sale at No. 2 City Hall.

EXECUTOR'S SALE OF
GRAND BOULEVARD AND 127TH ST. PROPERTY.

BENJAMIN P. FAIRCHILD, Auctioneer, will sell on THURSDAY, April 1, 1875, at 12 o'clock noon, at the Exchange Sales-room, No. 111 Broadway:

Four lots on and adjoining the south-east corner of Grand Boulevard and 126th st.; also,

Two lots on and adjoining the south-west corner of Manhattan and 127th st.

One two-story and basement frame house, 50x23.

For maps and particulars, apply at the office of the auctioneer, No. 9 Beach st.

By order of JAMES BAIRD,
Executor.

ADRIAN H. MULLER, Auctioneer.

AUCTION SALE—SUPERIOR COURT—IN PARTITION.
HOUSE AND LOT, NO. 24 EAST 24TH ST.,
To be sold at auction
On TUESDAY, March 30, at 12 o'clock,
At the Exchange Sales-room, No. 111 Broadway.
J. S. BOSWORTH, Referee.

Maps at office of
ADRIAN H. MULLER & SON, Auctioneers,
No. 7 Pine st.

ADRIAN H. MULLER, Auctioneer.

HOUSE AND LOT NO. 26 3D ST.
To be sold at auction on
TUESDAY, MARCH 30,
at 12 o'clock, at the Exchange Sales-room, No. 111 Broadway.

Lot 20 by 61 feet.
Maps at office of
ADRIAN H. MULLER & SON, Auctioneers,
No. 7 Pine st.

DWELLINGS TO LET.

NO. 959 5TH AV., FACING CENTRAL PARK.—Elegantly planned, built, and finished new medium-size dwelling, with stable adjoining in rear, to lease low to some any family. Premises, N. B.—The 4th av. rapid transit from 42d st. to this 5th av. dwelling at 84th st. will run up this Summer in five minutes. Apply to

V. K. STEVENSON, Jr.,
No. 11 Pine st., or No. 33 East 17th st., Union square

TO LEASE—THE BRIGHTON HOUSE, AT PERTH Amboy, N. J. This large mansion house is situated in a very healthful location, on high ground, commanding a view of the Raritan Bay. The grounds included in the lawn, with shade trees, and several acres for garden, pasture, &c. The house is in a good neighborhood, convenient to churches, schools, stores, and to railroad depot, which also controls a view of nearly all the river and bay. About half the land can be sold off at any time, if desired, leaving the mansion, brick stables, and all buildings, as a perfect estate in itself, and surrounded by the finest dwellings and handsomest gardens in the city. The property can be sold very low on application to

SAMUEL A. NIGHTINGALE,
Real Estate Broker,
Nos. 3 and 5 Washington row,
Providence, R. I.

FOR SALE.—BRICK HOUSE AND LOT, 20 feet front, 100 feet deep, No. 1,257 Broadway, between 31st and 32d sts. Apply to
HOMER MORGAN, No. 2 Pine st.

TO RENT AT SUMMIT, N. J.—ONE HOUR from New-York, via Delaware and Lackawanna Railroad, Barclay st. ferry, a new and handsome villa house, containing fourteen rooms, with every convenience and gas; on high ground, and five minutes from station; the house is finished in the best style, and in every respect desirable as a first-class residence; stable large and convenient; grounds about two acres; rent $1,000 per annum. Address OWNER, Box No. 36 Summit Post Office.

AT TOAD HILL, STATEN ISLAND—TO RENT, FURNISHED.—The residence formerly owned by Mr. W. H. Newman, consisting of a fine large house, 9½ acres of land under fine cultivation, stable, carriage-house, ice-house, &c. House has gas and water, and commands an extensive view of New-York Bay and surrounding country.
ADRIAN H. MULLER & SON, No. 7 Pine st.

TO LET.—AT 141ST ST., ON THE HUDSON RIVER a large, handsome, new house, with ice-house and stable; grounds elegantly laid out; splendid river views. Also, 140th st., a very desirable brick house to let cheap.
LESPINASSE & FRIEDMAN,
No. 3 Pine st.

TO RENT, FURNISHED—THE DESIRABLE dwelling No. 6 West 21st st., near 5th av.; it is full size and in good order; also, the comfortable three-story house No. 96 West 11th st., between 5th and 6th avs. Apply to E. H. LUDLOW & CO., No. 3 Pine st., or No. 35 East 17th st.

TO LET, FURNISHED.—ON CENTRAL AV., near Woodlawn Depot, Harlem Railroad, a large house, with lawn, garden, carriage-house, &c., hot and cold water in kitchen, plenty of fruit and shade. Apply to S. M. VALENTINE, No. 34 Burling slip, up stairs.

FACTORY FOR RENT, REASONABLY.—ON the Morris Canal in Jersey City, near the Central and Newark and New-York Railway; building large and well lighted, and Passaic water; steam engine left in if desired. RANDOLPH BROS., No. 111 Broadway, New-York City.

AT SARATOGA—TO LET—A LARGE FURNISHED house, together with stable, carriage-house, &c.; grounds and shade-trees; very desirable place for private residence or for boarding. Rent low. OGDEN & CLARK, Broadway and 17th st.

TO LEASE—IN WEST 48TH ST., THREE-STORY brown-stone house, furnished; neighborhood first class; house and furniture in perfect order; dining-room on parlor floor. Address Owner, Box No. 973 Post Office.

TO RENT—ON 5TH AV., NEAR 49TH ST., A desirable first-class four-story high-stoop brown-stone house, 25x65x100. The house will be put in perfect order, and possession given May 1, 1875. Apply to HOMER MORGAN, No. 2 Pine st.

APRIL LIST.—FURNISHED AND UNFURNISHED houses; reduced rents!!! On and adjoining 5th, Madison, and Park avs.
Offices, No. 11 Pine st. and No. 31 East 17th st.
V. K. STEVENSON, Jr.

COTTAGE TO LET AT ORANGE.—PLEASantly located; fruit, shade, stable; also one at Nyack, on the Hudson River front; romantic grounds. Apply to owner, No. 3 West 46th st.

TO RENT—THE VERY DESIRABLE FOUR-STORY high-stoop house, No. 135 East 36th st., in perfect order, and either furnished or unfurnished. Apply to E. H. LUDLOW & CO.,
No. 3 Pine st., or No. 35 East 17th st.

TO RENT.—THE WHOLE OR PART OF A FIRSTclass house beautifully frescoed and furnished and in perfect order; location unsurpassed; immediate possession. Call at No. 125 West 42d st.

TO LET, FURNISHED AND UNFURNISHED HOUSES.—Over 200 houses in all parts of the City to rent; full list. Permits and all information desired obtained from HOMER MORGAN, No. 2 Pine st.

TO LET.—THE VERY DESIRABLE HIGH-STOOP house No. 584 7th av., few doors from 42d st. and Broadway cars; all improvements and fine order; 11 rooms; $1,500. Apply to owner, No. 723 6th av.

TO LET—THE THREE-STORY ENGLISH BASEment house No. 117 West 38th st., between Broadway and 6th av.; rent, $1,600 to a good tenant. Apply to JOSIAH JEX, No. 18 East 40th st.

SECOND FLOOR IN PRIVATE HOUSE TO let—A small American family of adults; good private block; four rooms; rent, $45 per month. Inquire at No. 171 West 10th st.

TWENTY-ONE MOST DESIRABLE PRIVATE RESIdences, belonging to the North American Life Insurance Co., rent per annum from $1,000 to $6,000, to lease for a term of years. K. F. PAGE, 33 Park row, Manager.

TO LET—THE FIRST-CLASS STORE FLOOR, SHOW window, south-west corner of 11th st. and University place. W. N. GRISWOLD, Real Estate Broker, No. 744 Broadway, corner Astor place.

TO LET—THREE-STORY, HIGH-STOOP BRICK house, No. 586 7th av. All modern improvements. W. N. GRISWOLD, Real Estate Broker,
No. 744 Broadway, corner Astor place.

DWELLING-HOUSE, NO. 140 WEST 4TH ST., near Washington square, to let or lease; also, house No. 418 4th av. Apply to owner, ROBERT L. BROWN, No. 20 Nassau st.

TO LET—THE THREE-STORY BRICK HOUSE NO. 228 East 19th st.; all improvements and in perfect order. Apply to owner, No. 218 East 18th st.

TO LET—BEAUTIFUL FLATS, IN EAST 79TH st., at reduced rents. Apply on the premises, No. 328 East 79th st.

TO LET—SECOND FLOOR, NO. 265 HENRY ST., to a small family.

TO LET—HOUSE 10 WEST WASHINGTON PLACE. Apply to JORNWARREN & SON, 58 Wall st.

BOARDING AND LODGING.

THE NEW UP-TOWN OFFICE OF THE TIMES.

THE TIMES has established a new Up-town Branch office for the sale of papers, the reception of advertisements and subscriptions, and the transaction of any business in connection with the paper. It is located at

No. 1,257 Broadway, between 31st and 32d sts.,

and is open daily, Sundays included, from 4 A. M. to 9 P. M.

ADVERTISEMENTS RECEIVED UNTIL 9 P. M.

NO. 31 WEST 16TH ST., BETWEEN 5TH AND 6TH AVS.—To let, an entire second floor, handsomely furnished, to a party of gentlemen or small family; private table or breakfast only; also, other rooms; references exchanged.

A LARGE WELL-FURNISHED ROOM, near Union Club, to let to a gentleman, without meals; house first-class. Apply to owner, No. 5 West 23d st.

NO. 102 WEST 38TH ST.—TO LET TO GENtlemen, without board, second-floor front alcove; also, second and third floor sunny rooms; use of bath and parlor, and breakfast in room if desired.

TWENTY-THIRD ST., EAST, NO. 116.—AN elegantly-furnished parlor floor, with board; also other rooms en suite, newly furnished, can be secured now for occupancy on the 15th of April.

FIFTH AV., NO. 294.—ONE SUITE OF HANDsome furnished apartments, every convenience, with board; also, front rooms for single gentlemen; terms moderate; references.

FIFTH AV., NO. 164.—FIRST FLOOR, THREE large rooms, freshly decorated, front and rear entrance; basement and cellar if desired; two front rooms, second floor, furnished.

FIFTH AV., NO. 351.—A DESIRABLE FLOOR, newly furnished, with piano, &c., en suite or separately; with or without private table; single rooms to gentlemen, without board.

NO. 41 WEST 36TH ST. WILL BE VACATED April 1: one suite, consisting of four rooms; board, with or without private table; house and appointments first class; refer to parties vacating.

NO. 136 MADISON AV.—SECOND FLOOR, EN suite, with private table; from April 1; by the year or season.

SEVENTEENTH ST., NO. 61 WEST.—ROOMS, with board, to parties who appreciate and pay for a pleasant home.

NO. 47 EAST 28TH ST.—LARGE SECOND-story front hall room; also, fourth-floor double room to let, with board.

TO FIRST-CLASS PHYSICIAN.—ONE OR more handsomely-furnished rooms; possession May 1. No. 4 East 29th st., between 5th and Madison avs.

NO. 12 EAST 17TH ST.—TO LET, WITH FIRSTclass board, large and small rooms, handsomely furnished.

NO. 33 WEST 33D ST.—HANDSOME THIRD floor room for gentleman and wife; superior board.

NO. 30 EAST 35TH ST.—TO LET—TWO HALL rooms; to gentlemen, with board; references.

TO LET—THIRD-STORY FRONT ROOM, WITH first-class board. Apply at No. 24 West 39th st.

BOARD WANTED.

WANTED—A FURNISHED ROOM, WITH BOARD, for a gentleman and wife, below 18th st., and between 4th and 6th avs.; must be in a good neighborhood, and at a very moderate price. Address, with full particulars, S. A. B., Post Office Box No. 3,932, New-York.

BOARD WANTED—PARLOR AND TWO BEDrooms on second floor for three adults, with private table; price, $70 per week; permanent. Address R. K. A., Box No. 1,064 Post Office, New-York.

A FIRST-CLASS PHYSICIAN DESIRING AN office with board on 38th st. near 5th av, apply to E. A.

LOCAL MISCELLANY.

THE PACIFIC MAIL COMBINATION.

A NEW THROUGH FREIGHT TARIFF—THE PASSENGER RATES INCREASED AND EQUALIZED—DETAILS OF THE ARRANGEMENT.

The Pacific Mail Steam-ship and Union and Central Pacific Railroad combination have agreed upon a new through freight tariff which went into effect yesterday. The rates per 100 pounds are as follows: First class, $6; second class, $5; third class, $4; fourth class, $3; class A, $2 50; class B, $2; class C, $1 75; class D, $1 50. This is an increase over the recent increase of: First class, $1; second class, $1; third class, $1; fourth class, fifty cents; class A, twenty-five cents. Classes B, C, and D are unchanged. The steam-ship rates are as follows: First class, $4 50; second class, $3 50; third class, $2 50; fourth class, $2 25; class A, $2; class B, $1 75; class C, $1 50; class D, $1 30. It was considered that formerly the small difference between the railroad and steam-ship schedules worked to the detriment of both routes in not affording sufficient profit to the railroad companies on the one hand, and in taking away the inducement to send freight about which there was no hurry by the steam-ship line, on the other. It is expected that the new schedule will not only remedy both these evils, but will double the profits of all the competing lines.

The through passenger rates of the railroad and steam-ship routes have been increased and equalized as follows: First class, $138 40; second class, $105; steerage or emigrant, $65; tickets good for an unlimited time and interchangeable. The special $125 first-class through ticket, good for fifteen days only, has been withdrawn. This increases the steam-ship rates: First class, $38 40; second class and steerage, $15 each. The railroad first class is unchanged, and $5 each is added to the second class and emigrant. This $5 increase does not enter into the *pro rata* arrangement between the Pacific and their connecting roads to this city, but belongs exclusively to the Pacific roads, and is intended to be given to the Pacific Mail Steam-ship Company as a drawback in compensation for the passenger travel of these two classes that will be drawn from them by the equalization. It is not thought that first class travel by the steam-ship line will be affected in the least, because those who have hitherto gone by that route have done so through preference, and the advantage which the railroads possess in speed is believed to be counterbalanced by the fact that meals and sleeping accommodations are furnished without extra charge on the steamers. The connecting railroads, the Erie and Central, are taken care of by being allowed an increase of $5 in their *pro rata* share of each first-class through passenger fare on the travel between this City and Suspension Bridge. Way fares to the latter place over either road will not be affected. The new arrangement is satisfactory to all parties.

The representatives of the various lines alluded to above, including the Panama Railroad, had another conference in the Pacific Mail Steam-ship Company's office yesterday, but according to President Dillon, transacted no further business.

LOCAL MISSIONARY WORK.

NINTH ANNUAL MEETING OF THE METHODIST CHURCH EXTENSION SOCIETY—STATISTICS OF THE YEAR—THE OFFICERS ELECT.

The ninth annual meeting of the New-York Church Extension and Missionary Society of the Methodist Episcopal Church was held last evening in the Free Tabernacle Church, on West Thirty fourth street. J. B. Cornell, Esq., the President of the society, occupied the chair, and among those present were Rev. Bishops Janes and Haven, Rev Messrs. J. F. McClelland, R. L. Dashiel, L. H. King and W. H. Abbott; Mr. Lemuel Skidmore, Mr. R. R. Sinclair, and others who are prominently connected with the organization.

After an anthem by a large choir, under the direction of Prof. G. P. Benjamin, Bishop Janes offered a prayer, invoking the Divine blessing upon the efforts of the society to reclaim those who so sadly need instruction in the great principles of Christianity. The hymn, "Come, let us tune our loftiest songs," was then sung, and was followed by the reading of the annual reports. The Treasurer's report gave the receipts for the past year as $58,332 61, and the expenditures, $70,294 48, leaving a deficiency of $11,961 87. This deficiency was caused mainly by the difficulty of securing the usual amount of subscriptions on account of the extremely dull times. The report of the Corresponding Secretary in relation to the condition of the society, closed as follows:

The society has in the past felt the need of more volunteers to give a portion of their time to active visiting and out-door mission work, under the advice of the Pastors stationed at the different missions. Some such volunteers there have been who have labored faithfully and nobly, but they are very few compared with the greatness of the task. If those earnest Christian men and women who have time to spare from business and household cares would report for service at any of our down-town churches or missions, their assistance would be highly appreciated, and they would be put in the way of systematic usefulness. The following summary will indicate as nearly as can be done from the reports already received, the results of the past Year, and the present condition of the society's work: Number of churches and stations, 17; Sunday-schools, 17; Pastors and assistants, 24; missionary and pastoral visits, 54,212; pages of religious reading distributed, 339,696; conversations, 515; members received on probation, 435; members received to full membership, 255; members received by letter, 156; full members, 1,600; probationers, 700; officers and teachers in Sunday-school, 394; scholars, 4,401; average attendance scholars, afternoon session, 2,812; total membership of churches and missions, 2,300; total membership of Sunday-schools, 4,795.

The following officers of the society were elected for the ensuing year: President, John B. Cornell; First Vice President, Rev. Bishop E. S. Janes, D. D.; Vice-Presidents, George J. Hamilton, Gen. Clinton B. Fisk, D. W. Diggs; Corresponding Secretary, Rev. Richard Wheatley; Recording Secretary, James H. Pelton; Assistant Recording Secretary, Henry C. Weeks; Treasurer, Bowles Colgate; Assistant Treasurer, William H. Falconer.

The other exercises consisted of short addresses by Rev. J. F. McClelland, Bishop Haven, and Rev. R. L. Dashiel, and the singing of appropriate hymns. Mr. McClelland said that those in prosperous circumstances were too apt to ignore the condition of others who in this great City constituted a substratum of vice and misery appalling to every Christian heart cognizant of its wants. Motives of policy, as well as the higher ones of Christian philanthropy, should act in concert to abate the ignorance and sin which were not only a reproach, but an ever-impending danger to the best interests of this City; and this work could not be better done than through the agency of an organization like this society. Compulsory education was of but little use unless evangelical influences went hand in hand with it.

Bishop Haven said that the field of the society's operations was a vast one, and could easily employ all the means and efforts that could be obtained to be enlisted in its behalf, and it was the bounden duty of every true Christian in this City to give such a society zealous support.

Mr. Dashiel's remarks were confined mainly to an earnest appeal for sufficient pitons to pay the debt of the society, and a very liberal collection showed that his appeal had not been in vain. The meeting closed with the doxology and benediction.

SUCCESSFUL BANK FORGERIES.

THE GERMAN-AMERICAN BANK LOSES OVER $12,000—HASTY ACTION INSURES THE ESCAPE OF THE FORGERS—A SHREWD PLAN OF OPERATION.

On the 3d inst. a man calling himself Mr. Anderson sold a United States bond to Hess Brothers & Co., bankers and brokers at No. 20 Wall street, receiving in payment a check on the German-American Bank for $118. On the 5th inst. a man giving his name as George W. Weaver, and who was stopping at Sweeney's Hotel, sold Hess Brothers another bond for about the same amount as received by Anderson, getting a check on the Fourth National Bank in payment. Both of these bonds were genuine, and, as the sequel showed, were sold merely for the purpose of getting checks from Hess Brothers for the purpose of forging imitations of them. Anderson, on the 23d inst., and Weaver, on the 25th, sold similar bonds for similar amounts to Hess Brothers, getting checks as before, evidently, as it afterward appeared, for the simple purpose of getting the then current number of Hess Brothers' checks. The checks originally obtained had not been presented at the banks for payment. On the 26th inst. two checks, one numbered 7,118, drawn for $5,815 75, and the other numbered 7,119, and drawn for $6,684 50, were presented at the German-American Bank within half an hour of each other, and were paid by the bank. The action of the persons who got the checks cashed was noticed as suspicious by Detective Macdougal, and as soon as the men left the officers of the bank were notified of these suspicions. The checks were immediately examined and pronounced all right, and it was not until a settlement of balances was had with Hess Brothers that they were found to be all wrong, the paper, engraving, signatures, and all being merely imitations of the genuine, but so close as to defy detection by the most skillful experts, Hess Brothers only knowing them to be imitations because they had not drawn any such checks. This discovery led to inquiries being made at the Fourth National Bank to see whether that institution had been victimized, and it was found that it had not been, but the officers were on their guard, and Detective Macdougal thought that he would soon secure the guilty party. The bank officers, however, were too precipitate. Weaver, who had registered his name at Sweeney's Hotel, as George W. Wilson, had paid his genuine check to Mr. Sweeney for board. Mr. Sweeney's son presented the check at the bank, and, not being known, was given into custody by the bank officers. Mr. Sweeney soon explained the circumstances of the case, and Weaver was taken to the Tombs Police Court, where he would give no further account of himself than that he had come on to New-York from Boston to go into business, and had adopted an alias on account of trouble with some woman who was pursuing him, and as it could not be shown that he was directly connected with anything but the genuine check, he was discharged after two days confinement. If the bank officers had paid this genuine check, and then awaited results, there is little doubt that an imitation check for a large amount would soon afterward have been presented and the forger or his accomplice captured, and direct evidence would have been had against him. Detective Macdougal has now but little hope of capturing the guilty parties.

THE EASTER ELECTIONS.

The Easter elections held in the several Protestant Episcopal churches yesterday resulted as follows:

ST. ANDREW'S CHURCH.

Wardens—Milo P. Dayton and L. Baily.
Vestrymen—Walter T. Marvin, James Wilkie, Jr., Charles Place, Charles G. Tyler, Robert Bonynge, Henry E. Holly, Charles Tucker, and Charles N. Kent.

ST. TIMOTHY'S CHURCH.

Wardens—J. J. Smith and George Montague.
Vestrymen—S. T. Smith, S. R. Wells, H. G. Stone, A. Turner, L. P. Williams, E. O. Potter, and W. G. Hitchcock.

ST. IGNATIUS' CHURCH.

Wardens—J. R. Morewood and Christian Zabriskie.
Vestrymen—H. S. Bosworth, Dr. C. J. Varley, Edwin G. Sherman, John W. Emerson, A. C. Pirsson, Dr. F. J. Bumstead, John V. Hecker, and S. D. Tompkins.

ST. PHILIP'S CHURCH.

Wardens—Philip A. White and Stephen Lawrence.
Vestrymen—James W. Mars, James B. Lewis, T. B. Duplessis, Joseph Teneyck, Carlos R. Crespo, Ezekiel Dias, Charles G. Bowser, and Thomas B. McKeel.

CHURCH OF THE HOLY APOSTLES.

Wardens—William Borden and D. B. Whitlock.
Vestrymen—R. H. Goff, E. Chamberlain, William Orten, Henry Ivey, Henry Griswold, M. D., J. M. Buckingham, Charles S. Fischer, Jr., and A. S. Ree.

CHURCH OF ST. STEPHEN.

Wardens—Robert Hewitt and James Blackhurst.
Vestrymen—B. L. Harsell, F. C. Hall, S. M. Pike, C. H. Richardson, George Ashforth, E. K. Linen, J. Deupe, and William G. Stansbury.

CHURCH OF THE REDEEMER.

Wardens—E. J. Pattison and R. B. Cowing.
Vestrymen—H. G. Hunt, T. J. Crombie, C. A. Acton, E. Y. Ten Eyck, G. H. Belden, G. E. Bleything, M. D.; B. B. Schneider, and E. Townsend.

CHURCH OF THE RESURRECTION.

Wardens—C. Y. Wemple and James M. Boyd.
Vestrymen—Theodore C. Pohle, Henry Dix, John G. Marshall, Dr. Wooster Beach, John H. Rogers, John Taylor, Richard Boyce, and J. C. McClymont.

ST. LUKE'S CHURCH.

Wardens—Anthony B. McDonald and Francis Pott.
Vestrymen—Alexander L. McDonald, Edward Taylor, Milo B. Root, Charles Hedges, Dr. Charles S. Ward, Julian Botts, H. Crowell Tuttle, and John H. Pulis.

ST. CLEMENT'S CHURCH.

Wardens—John Buckley and Peter I. Shults.
Vestrymen—Eugene Dutilh, Charles A. Sherman, John Wheeler, Jr., Henry S. Crooke, Thomas J. Powers, Gustavus W. Faber, Stephen T. Wygant, and George H. Roinsine.

CHURCH OF THE ASCENSION.

Wardens—Stewart Brown and Frederick De Peyster.
Vestrymen—Frederick G. Foster, Francis Leland, James M. Brown, Daniel F. Appleton, William K. Lothrop, Lloyd Aspinwall, John Brooks, and John Byers.

ALL SAINTS' CHURCH.

Wardens—Wilson Small and B. Wilbor Plumb.
Vestrymen—William Miles, Ebenezer B. Valentine, J. W. Braine, Thomas H. Craine, John Creighton, John Smith Wood, John H. Betts, and John Blake.

ST. JAMES THE LESS—SCARSDALE.

Wardens—William S. Popham and William H. Popham.
Vestrymen—George M. Wheeler, Louis C. Popham, Oliver A. Hyatt, Charles K. Fleming, Alexander Johnson, James Bleecker, Alexander B. Crane, and William H. Fish.

CHRIST CHURCH—RYE.

Wardens—John C. Jay and Samuel Haviland.
Vestrymen—Samuel K. Satterlee, Augustus Wiggin, R. S. Hayward, Thomas B. Peck, G. H. Van Wagenen, Abner Mills, John Brooks, and John Greacon.

ST. PAUL'S CHURCH—MORRISANIA.

Wardens—Charles B. Bradbury and Dr. John B. Comfort.
Vestrymen—T. J. Potter, J. C. Hull, P. J. L. Searing, H. B. Kirk, Thomas S. Morris, H. W. Stroud, Edwin Bedell, and James W. White.

TRINITY CHURCH—MORRISANIA.

Wardens—W. A. Bedell and James P. Fitch.
Vestrymen—Morris Wilkins, C. J. Gillis, Solon Farrer, F. H. Nash, W. H. Turney, George Smith, James H. Welsh, and J. O. Taylor.

IN BROOKLYN.

CHURCH OF THE HOLY TRINITY.

Wardens—Hosea Webster and William B. Leonard.
Vestrymen—Charles A. Townsend, Samuel Howard, George H. Burritt, Joseph W. Greene, Charles P. Thayer, John D. Cocks, Edwin Beers, and Lyman R. Greene.

CHURCH OF THE MESSIAH.

Wardens—John Halsey and William N. Seymour.
Vestrymen—D. D. Ives, A. G. Johns, Julian Allen, L. Donaldson, Jared Coffin, James E. Dean, S. B. Barlow, and John A. Nichols.

ST. JAMES' CHURCH.

Wardens—Frank Washbourne and E. H. K. Belcher.
Vestrymen—Henry A. Moore, George Wykes, Jr., Jacob Cole, J. W. Harper, E. F. De Selding, John A. Sharp, Albert Flagler and W. S. Woodward.

CHURCH OF OUR SAVIOUR.

Wardens—M. Webster and William Dunne.
Vestrymen—William S. Thompson, John McGahie, Edward McCrea, James H. Evans, William Lombard, William F. Kellegrew, L. I. Briggs, Jr., and J. T. Clarke.

ST. GEORGE'S CHURCH.

Wardens—Smith Tuttle and Samuel Orchard.
Vestrymen—Thomas Palmer, Jr., Stephen Cleveland, Samuel H. Davis, A. N. Camp, Henry Janes, Ferdinand Sleat, Rodney G. Kimball, and William M. Birch.

ST. JOHN'S CHURCH.

Wardens—Erastus Cooke and John C. Davis.
Vestrymen—Samuel H. Dollard, Duncan R. Mackenzie, Peter B. Steele, De L'Orme Knowlton, S. E. Hebberd, W. N. Throckmorton, Allan N. Smith, and Richard Griffith.

CHURCH OF THE GOOD SHEPHERD.

Wardens—John M. Cooper and Charles Robins.
Vestrymen—Jeremiah K. Cary, Charles H. Leonard, John C. Duncan, Henry Wiemle, A. C. Hudson, J. Williams Henry, M. D., W. H. Leslie, and Frank Kellogg.

CHURCH OF THE MEDIATOR.

Wardens—Senior Warden, George Sanderson; Junior Warden, Frederick B. Noble.
Vestrymen—R. L. Woods, John Williamson, W. J. Van Bokkelen, James M. Seabury, Austin G. Denny, George A. Madleigh, John A Miller, and George L. Ayres.

ST. MARY'S CHURCH.

Wardens—William H. Pain and Charles Chase.
Vestrymen—John Hogan, Seymour H. Husted, Edward N. Pigot, William H. Male, Martin Joost, Thomas D. Hudson, John Ward, and James Davidson.

CHRIST CHURCH.

Wardens—Charles R. Marvin and Charles Stanton.
Vestrymen—Alexander E. Orr, Charles Cooper, James A. Cowing, Alexander Munn, F. H. Trowbridge, Ludlow Thomas, C. R. McClellan, M. D., and John H. Peet.

THE SLAUGHTER-HOUSE NUISANCE.

The authorities of Roosevelt Hospital and the clergy of the Church of St. Paul the Apostle, West Fifty-ninth street, held a joint indignation meeting last evening at 7:30 o'clock, in the church edifice, to protest against the slaughtering of cattle at the foot of Fifty-eighth and Fifty-ninth streets, North River. More than 1,000 citizens and property-owners were present. Mr. Delafield, counsel for Roosevelt Hospital, called the meeting to order, and briefly stated its object, after which copies of a protest, addressed to the Health Department, were passed among the audience to be signed. The document stated the objections of the citizens to the slaughtering of cattle, sheep or hogs in the vicinity, for the reason that it would depreciate the value of property in the immediate vicinity, besides causing serious damage to the health of the community, and concluded by urging the board to refuse permission to carry on such business in the neighborhood. A private protest of the authorities of the church, signed by Rev. Fathers Hewitt, Young, Sear e, Hill, Brady, Robinson, Stone, and Brown, will be presented to the board to-morrow at 1 P. M. by a committee of twenty-five gentlemen residing in the vicinity. This document states that the subscribers own half the block in the vicinity of the proposed abattoir, upon which they intend to erect a new church of imposing size, and capable of holding 10,000 persons; also a seminary for their students. If the abattoir is put into operation it is alleged that it will not only depreciate the value of the estate, but will also result in diminishing the number of the parishioners by driving them from the neighborhood to avoid malaria and kindred evils.

PRESENTATION TO THE OLD GUARD.

The Old Guard, Major George W. McLean commanding, assembled in full uniform at Irving Hall yesterday afternoon, for the purpose of receiving a testimonial from the sons of their late comrade, Thomas T. Ferris. The gift was a handsome silk flag, manufactured in Paris at an expense of 3,000 francs. The ground work is blue, and upon it are embroidered in gold the emblems of the organizations from which the Old Guard was formed, including a tiger's head, the insignia of the Light Guard—now Company A, Seventy-first Regiment—and an eagle, the emblem of the City Guard. The presentation speech was made by Mr. H. Henriques, and was responded to by Major McLean. After the presentation the battalion paraded through Fifteenth street to Fifth avenue, thence through Fifty-seventh street to Madison and Fourth avenues to its armory.

A PRISON-KEEPER FRIGHTENED TO DEATH.

While Samuel Purdy, keeper of the Fifth District Prison in One Hundred and Twenty-fifth street, near Fourth avenue, was conversing with a prisoner named Finck, at 11 o'clock last night, a woman named Kate Nugent set fire to the bed in her cell. The act so frightened Purdy that he fell senseless to the floor, and although an alarm was speedily given, and Drs. Forbes and Brockway, who were summoned, made every effort to restore him to consciousness, he died from disease of the heart. The fire was extinguished with a few pails of water, and Police Captain Burden, of the Twelfth Precinct, assumed charge of the prison until to-day, when the Commissioners of Charities and Correction will assign another keeper to that duty.

CITY AND SUBURBAN NEWS.

NEW-YORK.

Redpath's Modoc Company will give a variety performance at Robinson Hall, East Sixteenth street, this evening.

The St. Nicholas Society will celebrate "Paas" at Delmonico's, in Fourteenth street, this evening at 7 o'clock.

A Lady Washington Tea Party will be given this evening at the Memorial Church, Madison avenue, corner of Fifty-third street.

The commencement of the New-York Medical College and Hospital for Women will take place to-morrow evening at Steinway Hall at 8 o'clock.

Isaac H. Hunter will lecture to-night at Cooper Institute on the subject: "What have Colored Men Gained by the Civil Rights Bill?"

The reception of the Twenty-second Infantry, N. G. S. N. Y., will take place at the armory in Fourteenth street, next Monday evening at 8 o'clock.

The Spring inspection of the Police force will take place at Police Head-quarters on April 12 and 13. The inspection will be conducted by Drill Captain Copeland.

At the request of the counsel for the defence, the trial of Capt. Killalea, which was to have been continued yesterday, was adjourned until next Monday afternoon.

Wallace Bruce will deliver his lecture on "Womanhood in Shakespeare" at Steinway Hall, before the School-teachers' Association, this afternoon at 4 o'clock.

The reception of the Young Men's Charity Association will take place to-night at the Lexington Avenue Opera-house, Fifty-eighth street near Lexington avenue.

A branch office of the Western Union Telegraph Company has been opened at the Union Home, corner of the Boulevard and One Hundred and Fifty-first street.

The residence of Joseph Dowd, No. 214 East Ninety-third street, was entered by sneak thieves on Saturday evening last and robbed of $70 worth of clothing and $8 in money.

Thomas Geoghegan, aged nine years, of No. 404 East Twenty-third street, was knocked down by a horse attached to car No. 77 of the Avenue B line, yesterday, and was severely injured.

The Townsend historical lectures on "The Financial and Military Honor of New-York City During the late Civil War" will be delivered to-night and on Thursday evening at Association Hall.

An unknown colored man, decently attired, was found at 2 o'clock yesterday morning lying insensible on the sidewalk at Twenty-seventh street and Ninth avenue, and was removed to Bellevue Hospital.

Edith O'Gorman, the escaped nun, will deliver a course of three lectures, to ladies only, at Lyric Hall, Sixth avenue, near Forty-first street, the first to-day, the others to-morrow and Thursday, at 3 P. M.

Custom-house Night Inspectors Lott and Donohoe yesterday seized a quantity of laces, millinery trimmings, and artificial flowers found concealed on the persons of two of the crew of the steam-ship Klopstock, recently arrived from Hamburg.

The President of the Stock Exchange has appointed the following gentlemen a committee to nominate officers to be voted for by the Exchange at the annual election in May: S. V. White, Edmund L. Miller, E. E. Chase, W. T. Hubbard, and L. Joseph.

The failure was announced in the Stock Exchange yesterday of B. G. Smith, Jr., & Co., a small firm of brokers. Mr. Smith is the son-in-law of W. M. Park, who was President of the old Open Board of Brokers, but his failure has little financial significance.

The steam-ship Columbus, of the Havana Line of steamers, arrived at her pier, No. 13 North River, last night. Contrary to expectation, William J. Sharkey was not on board. Capt. Reade, in explanation, stated that the former had not arrived in Havana from Santiago on the date of sailing.

At the annual meeting of the American Numismatic and Archæological Society the following officers were elected for the ensuing year: Prof. Charles E. Anthon, L.L.D., President; Gen. J. Watts DePeyster, Daniel Parish, Jr., and Robert L. Stuart, Vice Presidents; William Poillon, Secretary; Benjamin Betts, Treasurer; Isaac F. Wood, Librarian; Edward Groh, Curator.

Mr. Alvan S. Southworth will read a paper entitled "The New State of Colorado," before the American Geographical Society this evening at the hall of the Historical Society, corner of Second avenue and Eleventh street. Mr. Ernest Ingersoll, a member of Hayden's Expedition, will also illustrate, by means of the stereopticon, "the remains of the ancient civilization in the cañons of the San Juan."

A private business meeting of the Trustees of the fund of the Lady Washington Reception in aid of the Floating Hospital of St. John's Guild, to take place at the Academy of Music on Tuesday evening, April 6, was held yesterday at the parlors of Wheeler & Wilson's Sewing-machine Company, in Fourteenth street. Nearly all of the boxes are sold, and seats are rapidly taken.

A "Lady Washington Tea Party" will be given for the benefit of "The Sheltering Arms," at the Armory of the Seventy-first Regiment, corner of Broadway and Thirty-fifth street, this evening and to-morrow evening, commencing at 7 o'clock. Among the prominent lady patrons are the following: Mrs. J. J. Roosevelt, Mrs. Hoffman, Mrs. William Tracy, Mrs. Judge Brady, Mrs. R. H. L. Townsend, Mrs. Clews, Mrs. Arthur Gilman, Mrs. Miles Beach, Mrs. Col. Vose, Mrs. H. E. Pellew, Mrs. Dr. Morgan, Mrs. Dr. Peters, and Mrs. Gen. McKeever.

President Orton, of the Western Union Telegraph Company, sailed on Saturday for Liverpool. His two daughters accompanied him. One of the objects of his visit is to place them at school in Europe. It is given out that another is to contract for the laying of a new cable between Key West, Fla., and Punta Rosa, Cuba, on behalf of the International Telegraph Company, which has now two cables between those points, one of them being defective and requiring to be replaced. Another and the more probable story is that he is authorized to make an attempt to sell the Cuban cable, which has never paid expenses, and under the Spanish policy in regard to news, never can be made to pay.

A delegation of boss stone-cutters called on Superintendent Walling yesterday, and informed him that they had determined to decrease the rate of pay heretofore received by their workmen, and on and after Wednesday next would pay them twenty-eight cents per hour, nine hours to constitute a day's work. They expected that this reduction would cause a strike, and they anticipated trouble from the members of the Stone-cutters' Union, and therefore asked for Police protection. Superintendent Walling told the committee that the necessary protection would be afforded them on application to the Captains of the precincts in which their establishments are located.

BROOKLYN.

The monthly statement of the New-York Bridge Company for the month ending March 1 shows the receipts to have been $52,783 71, and expenditures $82,530 40.

The annual report of the Prospect Park Commission has been presented to the Mayor and Common Council, and shows that the assessment upon property benefited within the City amounts to $1,480,292.

A laboring man named J. R. Jones committed suicide yesterday at the residence of his son, No. 387 Third street, by taking Paris green. He was attended by Dr. James, who applied the stomach pump, but all efforts to save his life were unavailing.

On the application of Counsellor Keady, Judge Joseph Moore yesterday discharged Mrs. Fields, who was convicted last week of picking pockets at Fulton Ferry. The ground upon which she was discharged was that she acted under her husband's coercion.

NEW-JERSEY.

Collector Love, of Jersey City, reports the receipt of $37,940 97 in taxes and assessments last week.

The annual session of the Newark M. E. Conference will open at Trinity Church, Jersey City, to-morrow, at 9 A. M.

Patrick Bagley died in St. Mary's Hospital, in Hoboken, yesterday, from injuries resulting from a fall from a Morris and Essex Railroad train about two weeks ago.

The colored citizens of Newark have made extensive preparations for the Fifteenth Amendment celebration to-day. Hon. P. S. B. Pinchback, of Louisiana, has promised to be present and deliver an address in the evening at the Rink.

Mrs. Jane Shaw, aged fifty-six, residing at No. 91 Mechanic street, Paterson, has been missing from her home since last Saturday morning, and as she is partially deranged, fears are entertained for her recovery. She was last seen standing on the bridge over the Passaic Falls.

William Edgar Merritt, an employe of the Montclair Railway Company, was crushed between a car and the water-tank near the Midland junction at Compton, a few days since, and subsequently died from his injuries. He was thirty-six years old, and left a wife and three children residing at Sing Sing, N. Y., to which place his body was taken yesterday for interment.

Last Sunday afternoon Officer John Barker, of the Fourth Precinct Police, Jersey City, while off duty entered a lager-beer saloon corner of Bergen and Fulton avenues, kept by Henry Fischer, and played a game of cards with a party of the inmates. During the game the players quarreled, when Barker arrested the proprietor and William Oram upon a charge of disorderly conduct. They were locked up overnight, and yesterday were taken before Justice Reese for examination. After hearing the charge and the defense, Barker was arrested for misdemeanor, and Fischer was admitted to bail upon a charge of keeping a disorderly house.

AUCTION SALE OF RARE AND VALUABLE BOOKS.

Messrs. Bangs, Merwin & Co.'s catalogue for Thursday and Friday exhibits, among numerous standard works in general literature, many elegantly illustrated books, or books with large and choice collections of extra plates, among which are Lossing's *Field Book of the Revolution*, with 1,000 extra plates for insertion; Lossing's *War of 1812*, with 400 extra plates; Irving's *Washington*, with 163 plates belonging to the edition and 150 extra ones; Parton's *Life of Franklin*, with 380 extra plates. There are, also, Boydell's Shakespeare Illustrations, two volumes, folio, half morocco; Wey's *Rome*, folio, morocco; Michaux and Nuttall's *Sylva Americana*, five volumes, Turkey morocco; Irving's *Sketch Book*, artists' edition, Turkey morocco; Campbell's and Rogers' poems, with Turner's and Stothard's beautiful designs, elegantly bound in full morocco, gilt, and a large variety of other works of sterling character and substantial worth. A rich sale for the ensuing Monday is also announced.

ARRIVALS AT THE HOTELS.

Gen. J. B. Stonehouse, of Albany, is at the Hotel Brunswick.

J. Condit Smith, of Buffalo, is at the Metropolitan Hotel.

Capt. William Wallace, of the United States Marine Corps, is at the St. Denis Hotel.

Gen. W. J. Palmer, of Colorado, and E. B. Morgan, of Aurora, N. Y., are at the St. Nicholas Hotel.

Congressman John O. Whitehouse, of Poughkeepsie, and Prof. E. N. Horsford, of Cambridge, Mass., are at the Albemarle Hotel.

Commander John Schouler, United States Navy, and John G. Crocker, of Utica, are at the St. James Hotel.

Capt. C. H. Baldwin, United States Navy; Congressman Alexander Mitchell, of Wisconsin; and William J. McAlpine, of Albany, are at the Hoffman House.

Hon. George M. Robeson, Secretary of the Navy; Senator John A. Logan, of Illinois; and George S. Bangs, Superintendent of the Railway Postal Service, are at the Fifth Avenue Hotel.

[Advertisement.]

SPRING WEATHER AT LAST!—Welcome it with a KNOX HAT, obtainable at No. 212 Broadway, and in the Fifth Avenue Hotel. Wholesale dealers supplied at No. 212 Broadway.

THE COTTON MARKETS.

NEW-ORLEANS, March 29.—Cotton quiet and firm; Middling, 16c.; Low Middling, 15⅝c.; Good Ordinary, 14¾c.; net receipts, 4,775 bales; gross, 4,965 bales; exports to Great Britain, 4,193 bales; to France, 4,930 bales; to the Continent, 2,135 bales; to the Channel, 1,680 bales; coastwise, 5,055 bales; sales, 4,750 bales; stock, 195,746 bales.

SAVANNAH, March 29.—Cotton steady; Middling, 16c.; Low Middling, 15¾c.; Good Ordinary, 14¾c.; net receipts, 429 bales; gross, 1,152 bales; exports coastwise, 556 bales; sales, 700 bales; stock, 29,666 bales.

CHARLESTON, March 29.—Cotton steady; Middling, 16c.; Low Middling, 15⅝c.@15¾c.; Good Ordinary, 14¾c.@15c.; net receipts, 259 bales; gross, 1,152 bales; exports coastwise, 556 bales; sales, 700 bales; stock, 29,666 bales.

GALVESTON, March 29.—Cotton quiet; Middling, 15½c.; Low Middling, 15c.; Good Ordinary, 14¾c.; net receipts, 888 bales; exports to Great Britain, 3,341 bales; coastwise, 13 bales; sales, 682 bales; stock, 55,850 bales.

MOBILE, March 29.—Cotton quiet and firm; Middling, 15¾c.; Low Middling, 15¼c.; Good Ordinary, 14¾c.; net receipts, 1,144 bales; exports coastwise, 3,210 bales; sales, 700 bales; stock, 40,559 bales.

PASSENGERS ARRIVED.

In steam-ship Adriatic, from Liverpool.—W. F. Tufts, L. H. Sandford, H. Lees, Capt. C. H. Baldwin, John S. Wilkinson, Mr. Innes, H. S. Ward, Mrs. H. S. Ward, Mrs. J. M. Baldwin, Mme. A. Bernheim, John Saine, Dr. R. H. Kealhofer, Capt. A. Ramsey Nininger, H. Hale, J. S. Latham, W. C. Green, Judge Kessler Smith, Stephen M. Underhill, Rev. Michael Lynch, Lovell Pennell, George W. Haskell, J. G. Green, James E. Crane, Joel Goldenberg, Robert Muir, F. Byrne, William Ward, Mrs. A. Bradford, Master Bradford, Cecil Buckland, A. Ansell, David Morgan, Mrs. Charlotte Morgan, R. W. Homer, W. B. Chatfield, C. W. Fletcher, B. Booth, Isaac Seeligman, Henry Stevens, G. S. Mawson, Mrs. Sarah Pryor, Miss Maud Gray, Mr. Gossett, Thomas W. Taylor, Mrs. Thomas W. Taylor, W. B. Chalmers, A. B. Hall, W. Turpin, Henrick Muller, Dr. F. W. Elbrey, Mme. Laforcade, C. W. Sunderland, Miss Nelly Cherry, Cummiug Cherry, James Cherry.

In steam-ship Canima, from Bermuda.—C. H. Harvey, Dr. L. P. Dayton, C. L. Gordon, Joseph P. Ramsdell, C. P. Ramsdell, Wm. B. Crosby, Dr. A. Mercer, Dr. Bailey and wife, Dr. O. C. Wiggan, B. J. Miller, C. M. Miller and wife, Miss E. W. Coates, R. Hastings, James Jack, wife and child, Daniel Dodd and wife, A. L. Keasop and wife, E. Beaudet, P. Vallieu, L. Geroux, Miss L. Wisner, Miss E. Wisner, G. A. Root and wife, Uriah Welch and wife, Capt. M. Taylor, Capt. W. Scvales, S. H. Lyman, R. Lowe, P. Gannon, John Rush, and three in the steerage.

MINIATURE ALMANAC—THIS DAY.

Sun rises....5:48 | Sun sets.....6:22 | Moon rises..2:08

HIGH WATER—THIS DAY.

Sandy Hook..1:44 | Gov. Island..2:33 | Hell Gate....3:55

MARINE INTELLIGENCE.

NEW-YORK.....MONDAY, March 29.

CLEARED.

Steam-ships Europa, (Br.,) Mackay, Glasgow, Henderson Bros.; Wisconsin, (Br.,) Forsyth, Liverpool, Williams & Guion; Vineland, Bowen, Baltimore, W. Dalzell; Eleanora, Johnson, Portland, Me., J. F. Ames.

Ships Don Quixote, King, San Francisco, Simonson & Howes; Hudson, Pratt, London Grinnell, Minturn & Co.

Barks F. L. Carney, Jackson, Cardenas, R. Murray, Jr.; Tre Fratelli, (Ital.,) Simonetti, Cork for orders, Slocovich & Co.; St. Lucie, Wilson, Payta, Peru, W. R. Grace & Co.; Commodore Lapoint, Nicols, Matanzas, Walsh & Field; Granville, (Br.,) Bell, London, Money & Parker; Appia, (Now.,) Pedersen, Dublin, C. Tobias & Co.

Brigs Florence, Rothbun, Mobile, E. D. Hurlbut & Co.; Helena, (Swed.,) Mansson, Richmond, Va., Tetens, Bockmann & Co.

Schrs. John Mosser, Thurbe, Harbor Island, B. J. Weinberg; Ralph Carleton, Harkmer, Matanzas, Parsons & Loud.

ARRIVED.

Steam-ship P. Caland, (Dutch,) Deddes, Rotterdam March 6, and Plymouth 15th, with mdse. and pass-engers, to Funch, Edye & Co. Had strong westerly gales the entire passage; March 23, lat. 46 50, lon. 48 30, was surrounded by field ice for 3 ds., leaving it in lat. 43 30, lon. 54 20, at the same time passed several icebergs. The P. C. brings 7 cabin and 51 steerage passengers.

Steam-ship Canima, Leddicoat, Bermuda March 26, with produce and passengers to A. E. Outerbridge. One mile outside the harbor of St. George, Bermuda, passed bark Harvest Moon, dismasted, in tow of a tug, bound into port; the C. brings the cargo of bark La Cigueña, from Messina, before reported in Bermuda in distress.

Steam-ship Glaucus, Bearse, Boston, with mdse. and passengers to Metropolitan Steam-ship Co.

Steam-ship George Cromwell, Bacon, Portland, with mdse. and passengers to Clark & Seaman.

Steam-ship Stowell, (Br.,) Vailiut, Messina Feb. 16, and Valerian 25th, with fruit to Pheips Bros. & Co.—vessel to C. L. Wright & Co.

Steam-ship Columbus, Reed, Havana March 25, with mdse. and passengers to William P. Clyde & Co.

Steam-ship City of Dallas, Hines, Morehead City March 27, with naval stores, &c., to Charles H. Mallory & Co.

Steam-ship Perkiomen, Pierce, Philadelphia.

Ship Sydenham, (of London,) Bristow, Hiogo 160 ds., with mdse. to John Middleton & Co. Passed Anjier Nov. 19, Cape of Good Hope Jan. 11, St. Helena 20th, and crossed the equator Feb. 21 in lon. 24 02; has had fine weather the entire passage.

Ship Flying Eagle, Hedge, of and 5 ds. from Boston, in ballast to Vernon H. Brown & Co. Will load for San Francisco.

Bark Carib, Townsend, St. Croix 12 ds., with sugar, rum, and molasses to B. Hanford.

Bark Saga, (Norw.,) Nielsen, Newcastle, England, 52 ds., with coals, to order; vessel to Funch, Edye & Co. Came southern passage and had fine weather.

Bark Ugo, (Aust.,) Favletich, Bordeaux 50 ds., in ballast to Slocovich & Co.

Bark Commendatore Tonello, (Aust.,) Selaranda, Cardiff 52 ds., in ballast to Slocovich & Co. Came a southern passage, and had fine weather.

Bark Dagmal, (Norw.,) Heavre, Stavanger 56 ds., in ballast to Tetens & Bockmann. is anchored off S